



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

<b>Case Reference</b>	:	<b>CAM/00MG/MNR/2022/0021</b>
<b>Property</b>	:	<b>1 Ellerburn Place, Milton Keynes, Bucks MK4 2EJ</b>
<b>Applicant</b>	:	<b>Rucksana Nosheen (Tenant)</b>
<b>Representative</b>	:	<b>None</b>
<b>Respondent</b>	:	<b>Vinay Saujani (Landlord)</b>
<b>Representative</b>	:	<b>Northwood MK Ltd.</b>
<b>Type of Application</b>	:	<b>Section 13(4) Housing Act 1988</b>
<b>Tribunal Members</b>	:	<b>Mr N Martindale FRICS</b>
<b>Date and venue of Hearing</b>	:	<b>23 May 2022 Cambridge County Court, 197 East Road, Cambridge CB1 1BA</b>
<b>Date of Decision</b>	:	<b>23 May 2022</b>

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**REASONS FOR DECISION**

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**Background**

- 1 The First Tier Tribunal received an application dated 8 March 2022 from the tenant of the Property, regarding a notice of increase of rent, served by the landlord' agent, under S.13 of the Housing Act 1988 (the Act).
- 2 The notice, date 7 March 2022, proposed a new rent of £850 per calendar month with effect from and including 17 April 2022. The passing rent was stated in the notice, to be £750 per calendar month from 2017.

- 3 The tenancy is an assured shorthold periodic monthly tenancy. A copy of the tenancy was provided. A copy of part of the Landlord's notice was provided.

### **Inspection**

- 4 The Tribunal did not inspect the Property owing to the application of the current Covid 19 regulations by the FtT Property Chamber. The Tribunal had regard to Google Street View images of the Property from the public road (@ October 2012). The Property is within a small housing estate and is part of small terraced block of small purpose built homes from the 1980's. The walls are brick with a double pitched single lap concrete roof over. There is an integral garage and driveway and small garden.
- 5 The Property is a small home with no communal parts. Accommodation comprises, one bedroom, living room, kitchen, bathroom/ WC. Windows appear to be double glazed and water and space heating full, fed from a self contained system within the Property. The building of which the Property forms part appears to be in good condition. The Tribunal assumes that the Property is also in good condition reflecting its relatively new build. There is an integral garage and driveway and small garden.
- 6 It is unclear whether the Property was let with chattels but, it is assumed that it was let with flooring to kitchen and bathroom. It is also assumed that it came without carpets to the remainder, nor curtains and the absence of a refrigerator is mentioned.

### **Representations**

- 7 Directions, dated 15 March 2022, for the progression of the case, were issued by Regional Surveyor Mary Hardman. Neither party requested a hearing. The tenant made brief representations with the application. The Tribunal received representations from the landlord and tenant by means of the Tribunal's standard Reply Form issued with the Directions. The Tribunal carefully considered such written representations as it received, from both parties in the application and subsequently.

### **Law**

- 8 In accordance with the terms of S.14 of the Act the Tribunal is required to determine the rent at which it considers the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the property falls to be valued as it stands;

but assuming that the property to be in a reasonable internal decorative condition.

**Decision**

- 9 Based on the Tribunal's own general knowledge of market rent levels in Milton Keynes, it determines that the subject property would let on normal Assured Shorthold Tenancy (AST) terms, for £850 per calendar month, fully fitted and in good order.
- 10 There were no significant tenant's improvements or additions or landlord failings to consider. There were therefore no adjustments to make to the starting rent.
- 11 The new rent is payable from and including the date set out in the Landlord's notice, 17 April 2022.

**Chairman N Martindale FRICS**

**Dated 23 May 2022**