



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

Case Reference : **CAM/33UB/MNR/2022/0036
P:PAPERREMOTE**

Property : **4 Tottington terrace The Green
Merton Norfolk IP25 6QU**

Applicant : **Ms Vanessa King**

Respondent : **Flagship Housing Group Ltd**

Date of Application : **4 April 2022**

Type of Application : **Determination of the market rent
under Section 14 Housing Act 1988**

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **27 June 2022
remote hearing on the papers.**

DECISION

The market rent as at 4 April 2022 is £180 per week, payable for 48 weeks per year in accordance with the terms of the tenancy.

This has been a remote hearing which has been consented to by the parties. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents that the Tribunal were referred to are in a bundle, the contents of which have been noted. The order made is described below.

Background

1. On 4 April 2022, the tenant referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which was dated 21 February 2022 proposed a rent of £101.42 per week with effect from 4 April 2022 in place of the existing rent of £97.45 per week.
3. The tenant occupies under an assured tenancy which commenced on 11 November 2002.
4. Directions were issued by the tribunal on 26 April 2022.
5. The parties did not object to the matter being dealt with on the papers. The landlord sent to the tribunal written representations, no written representations were made by or on behalf of the tenant.

The Evidence

6. The property is a semi-detached bungalow in a rural location, comprising three rooms, kitchen and bathroom/wc, it is centrally heated, the windows are single glazed. Carpets curtains and white goods are supplied by the tenant. Local shopping and other local facilities are available in the market town of Watton, approximately 2 miles distant. More extensive facilities are available in both Swaffham and Dereham.
7. The landlord explained the calculation upon which the rent is based, which is based on a formula: 30% of the rent is based on relative property's value compared to the national average; 70% is based on local earnings compared to the national average, a bedroom factor is then applied so that smaller properties are subject to lower rents, that factor in this instance is 1.
8. The increase in rent equates to 4.1%, the proposed figure is payable for 48 weeks of the year in accordance with the terms of the tenancy agreement.

The law

9. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.

10. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

Valuation

11. In coming to its decision, the Tribunal had regard to its own general knowledge of rents in rural Norfolk as neither party provided evidence of open market rental values.
12. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market would be £180 per week reflecting that the carpets, curtains and white goods had been provided by the tenant and that the windows are single glazed.

The decision

13. The Tribunal determines the open market rental value of the house as at 4 April 2022 is £180 per week based upon this amount being payable on a 48/52 week basis. This amount is the maximum payable, the landlord is not obliged to charge the amount determined by the Tribunal and may continue to charge the amount within the Notice of Increase served in February.

Chairman: Evelyn Flint

Dated: 27 June 2022

ANNEX - RIGHTS OF APPEAL

- i. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
- ii. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- iii. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- iv. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

- (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
- (b) which begins at the beginning of the new period specified in the notice;
- (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
- (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded—

- (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
- (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement;and
- (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—

(a) that it was carried out not more than twenty-one years before the date of service of the notice; and

(b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

(c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(4) In this section “rent” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements....

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

