



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

Case Reference : **CHI/00MS/MNR/2022/0050**

Property : **6 Tamar Gardens
West End
Southampton
Hampshire
SO18 3LR**

Landlord : **Ms S Khanduja**

Representative : **Clear Residential Lettings**

Tenant : **Ms M Gruszka, Mr A Burzynski and
Mr M Sledzinski**

Representative : **None**

Type of Application : **Determination of a Market Rent
Sections 13 & 14 of the Housing Act
1988**

Tribunal Members : **Mr I R Perry BSc FRICS
Mr P E Smith FRICS
Mr M C Woodrow MRICS**

Date of Inspection : **None. Paper determination**

Date of Decision : **5th July 2022**

DECISION

Summary of Decision

1. On 5th July 2022 the Tribunal determined a market rent of £950 per month to take effect from 7th June 2022.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to Sections 13 and 14 Housing Act 1988.
3. On 3rd May 2022 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £950 per month in place of the existing rent of £850 per month to take effect from 7th June 2022. The notice complied with the legal requirements.
4. On 9th May 2022 the Tenants applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Coronavirus pandemic and considerations of health have caused a suspension of inspections and Tribunal hearings in person until further notice.
6. The Tribunal issued directions on 26th May 2022 informing the parties that the Tribunal intended to determine the rent based on written representations and that the Tribunal would seek to view the property on the internet. The parties were invited to make submissions which could include photographs or videos.
7. Both parties submitted papers setting out their respective cases. The papers from the Landlord's Agent arrived late by one day but the Agent also submitted an application to extend the deadline which was agreed to by the Tribunal. The papers were also copied to the other party.
8. As stated in the Directions, as no objection was received from either party, the Tribunal determined the case on 5th July 2022 based on the documents received without an oral hearing.

The Property

9. From the information given in the papers and available on the internet the property comprises a modern semi-detached house situated within a cul-de-sac of similar properties within a suburb of Southampton. All main amenities are available within a reasonable distance.
10. The accommodation with double-glazing and gas-fired central heating comprises a Porch, open plan Living/Dining room and Kitchen all at ground floor level together with three Bedrooms and a Bathroom with WC at first floor level. Outside there are gardens front and rear and an off-road parking space.

Submissions

11. The tenancy began on 7th March 2014 at an initial rent of £800 per month.
12. The Energy Performance Certificate rating is 'D' and states that the floor area is 62 sq. meters.
13. The submission from the Landlord's Agent states that the supply of water is paid by the Landlord and that the Landlord intends to replace the Kitchen and carpets. The Agent also states that a fridge, cooker and washing machine are provided.
14. The submission from the Tenants which includes some photographs states that a cooker and dishwasher are included but not a fridge or washing machine. The Tenants have repainted some rooms between 2014 and 2017 and refer to a damaged internal wall, creaky stairs, damaged carpets and an inefficient front door.
15. The Landlord's Agent provided details of a few similar properties marketed with asking rents between £1,000 per month and £1,250 per month but did not provide details of any actual lettings.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal 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, in respect of council tax 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.

Consideration and Valuation

- 16. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
- 17. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Tenants are not relevant to this issue and the Tribunal could not take into account any proposed repairs or refurbishment by the Landlord.
- 18. Having carefully considered the representations from the parties and associated correspondence and using its own judgment and knowledge of rental values in the Southampton area the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,000 per month. This reflects the Landlords decision to pay the costs of water supply.

19. However, the property is not in a condition that would command such a rent and adjustments need to be made to this 'open market' rent to take account of the Tenant's provision of some white goods and the minor repairs detailed by the Tenants.
20. Using its experience, the Tribunal decided that the following adjustments should be made:

Tenant's provision of some white goods	£20
General disrepair as above	£30
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TOTAL per month	£50

21. The Tenants made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenants undue hardship.

Determination

22. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £950 per month.
23. The Tribunal directed that the new rent of £950 per month should take effect from 7th June 2022, this being the date specified in the notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide

whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.