



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

Case reference : **CAM/26UG/MNR/2022/0026**

HMCTS code : **A:BTMMREMOTE**

Property : **Flat 1 Ditchling Court, 8A Bricket Road, St Albans, AL1 3LQ**

Applicant (Tenant) : **Paul Maher**

Respondent (Landlord) : **Hightown Housing Association**

Type of application : **Determination of a Market Rent:
Sections 13 and 14 Housing Act
1988**

Tribunal members : **Mr P Roberts FRICS CEnv**

**Date and venue of
Determination** : **30 May 2022**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a telephone hearing described above as A:BTMMREMOTE. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

Decision

The Tribunal determined a market rent of £1,050 per calendar month (i.e., £242.30 per week) effective from 4 April 2022.

Reasons

Background

1. On 14 February 2022 the Landlord served notice under section 13 (2) of the Housing Act 1988 to increase the passing rent from £105.17 per week (pw) to £109.48 pw with effect from 4 April 2022.
2. The proposed rent of £109.48 pw is equivalent to a rent of £474.41 per calendar month.
3. The Tenant made an application to the Tribunal in reliance on section 13 (4) of the Housing Act 1988 on 20 March 2022.
4. The Tribunal issued directions on 23 March 2022, inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the tribunal to consider.
5. The Tribunal has been provided with:
 - a. Landlord's Notice of rent increase dated 14 February 2022
 - b. Tenant's Application dated 20 March 2022
 - c. Landlord's Reply Form dated 20 April 2022
6. The Tenant requested an oral hearing.

The Property

7. The Tribunal have not inspected the Property and have relied upon the representations of the Parties.
8. The Property is a ground floor flat within a purpose built three storey block located on Bricket Road in St Albans.
9. There is shared car parking to the front of the block but no garden. In this regard, the flat overlooks the car park, part of which is used for the storage of refuse bins.

10. The accommodation comprises a living room, kitchen, bedroom and bathroom. The Property benefits from central heating, double glazing, carpets and white goods all of which belong to the Landlord.
11. The Tribunal understands that the EPC banding was C albeit prior to expiry of the EPC on 16 September 2019. The accompanying notes advise that the Property is insulated.
12. The Tribunal also notes that the Property has been placed in Council Tax C.

The Tenancy

13. A copy of the Tenancy agreement was provided to the Tribunal.
14. The Tenancy commenced as an Assured Shorthold Tenancy for a fixed term of 12 months with effect from 28 September 2009 at an initial rent of £82.81 pw exclusive of service charges and management fees.

The Law

15. The relevant law is set out in section 14 of the Housing Act 1988 (the Act). Section 14 (1) of the Act provides that the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy:
 - a. “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 rent) are the same as those of the existing tenancy.”
16. Section 14 (2) of the Act requires the Tribunal to disregard
 - 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 (as defined by section 14 (3) of the Act) otherwise than as an obligation;
 - 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.”
17. Examples of a tenant’s failure to comply with the terms of the lease may include, for example, a lack of repair, redecoration or maintenance.

Representations – The Tenant

18. The Tenant stated that rents for council properties are significantly less than £500 per calendar month and on this basis the proposed increase was considered to be excessive.
19. In addition, he did not consider the Property and the general locality to be particularly attractive.

Representations – The Landlord

20. The Landlord had provided a picture of the Property and details of other properties available for let on the market.
21. In addition, the Tribunal was advised that this is a registered social rent derived from a formula calculation and the increase would be covered by universal credit.

Determination

22. In determining the market rent, the Tribunal has regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant. The current rent and the period that has passed since that rent was agreed or determined is not relevant.
23. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is therefore unable to have regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent.
24. Rents charged by Councils are not calculated on the basis of market value. In this regard, council properties are not offered on the open market and made available to the highest bidder. The rents payable in respect of Council leases are therefore not relevant and are of no assistance in assessing open market values.
25. The Tribunal has been assisted by the written and oral submissions made by the Parties and has applied its own knowledge and expertise in reaching its determination.
26. The Tribunal therefore determines the market rental of the Property with effect from **22 March 2022 at £1,050 per calendar month which equates to £242.30 pm.** The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure in accordance with the Notice of Increase dated 14 February 2022.

Name: Peter Roberts FRICS CEnv

Date: 18 June 2022

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).