



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

Case reference : **CAM/OOKA/MNR/2022/0045**

HMCTS code : **P:PAPERREMOTE**

Property : **44 Radnor Road, Luton, LU4 0UQ**

Applicant (Tenant) : **Mr and Mrs Hippolyte**

Respondent (Landlord) : **Aura Estate Limited**

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

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

Date of Determination : **25 August 2022**

DECISION

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 paper only hearing described above as P:PAPERREMOTE. 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 £1,150 per calendar month effective from 10 May 2022.

Reasons

Background

1. On 28 March 2022 the Landlord served notice under section 13 (2) of the Housing Act 1988 to increase the passing rent from £1,050 per month to £1,150 with effect from 10 May 2022.
2. This rent is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
3. The Tenant made an application to the Tribunal in reliance on Section 13 (4) of the Housing Act 1988 on 25 April 2022.
4. The Tribunal issued directions on 15 June 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. Neither Party requested a hearing. This matter has therefore been dealt with on the papers.

The Property

6. The Tribunal has not inspected the Property and has relied upon the papers provided by the Parties together with Google Images.
7. The Tribunal understands that the Property is a two storey semi-detached house of brick and tile construction with UPVC double glazing throughout and central heating.
8. There is a garden to the front of the property and a further garden to the rear. There is no garage or parking provision but there is on-street parking available.
9. The accommodation comprises, at ground floor level, a lounge, dining room and kitchen together with three bedrooms and a bathroom at first floor level.
10. The Tribunal understands that all carpets, curtains and white goods belong to the Landlord.
11. The Tribunal notes that the EPC banding is D effective from 16 February 2017 and that the assumed floor area extends to 80 square metres.

12. The Tribunal also notes that the Property has been placed in Council Tax B.

The Tenancy

13. The Tenant occupied the Property by virtue of an Assured Shorthold Tenancy dated 25 October 2021. The agreement provided for a 6 month term ending on 1 April 2022 at a rent of £1,050 per month.
14. The Property is defined as 44 Radnor Road together with any fixtures and fittings listed on the inventory. The Tribunal has not been provided with a copy of this inventory.
15. The Tribunal understands that the current occupancy of the Property is pursuant to an Assured Periodic Tenancy such that Sections 13 and 14 of the Housing Act 1988 apply.

The Law

16. Section 14 of the Housing Act 1988 (the 1988 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.”*
17. 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.”*
18. Examples of a tenant’s failure to comply with the terms of the lease may include, for example, a lack of redecoration.
19. Section 11 of the Landlord and Tenant Act 1985 (the 1985 Act), provides that the Tribunal is to imply a covenant by the Landlord:

- a. *“to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),*
- b. *to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and*
- c. *to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.”*

20. Section 14 (7) of the 1988 Act states:

“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 (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) 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.”

Representations – The Tenant

21. The Tenant has not provided detailed representations. There is reference to the Property being furnished but the Tenant *“...had to get rid of all furniture due to bed bugs.”*

22. The Tenant emailed the Tribunal on 2 July 2022 stating:

“To confirm there is only a cooker provided that is built in, there was never a fridge and the washing machine broke soon after moving in so was removed along with all the furniture in the house due to a bed bug infestation. We also have a pigeon infestation due to facias rotting away (2 years).”

23. The Tenant also emailed the Tribunal later the same day commenting:

“...the bathroom is very dated and mouldy and in need to work as the flooring very old chipped and in need of change together with a dated kitchen. Whilst the size of the house is good the house itself is not, the facias are all wood and rotting so we now have pigeons nesting all year, with excrement everywhere and on my neighbours too.”

Representations – The Landlord

24. The Landlord has not made any representations in addition to the comments set out on the Reply Form.

Determination

25. 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.
26. 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.
27. In the absence of any evidence of similar lettings being provided by either Party, the Tribunal has applied its own knowledge and expertise in reaching its determination.
28. The Tribunal notes the comments made by the Tenant but failures on the part of the Landlord or Tenant to comply with the terms of the lease have to be disregarded in setting the level of rent. However, the Tribunal has taken into account age and obsolescence in comparing the Property to other properties being let in the market. In this regard, it appears that, even if the Property had been kept in full repair, the fixture and fittings may be dated.
29. In this regard, the Tribunal does not consider the Landlord's rent proposal to be unreasonable and, having carried out its own independent assessment, agrees with the rent as proposed.
30. The Tribunal therefore determines the market rental of the Property with effect from **10 May 2022 at £1,150 per calendar month**. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.

Name: Peter Roberts FRICS CEnv

Date: 25 August 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).