



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

Case Reference : **CAM/22UF/MNR/2022/0064
P:PAPERREMOTE**

Property : **24 Roman Road Chelmsford CM2
oHA**

Applicant : **Mr Roger William Absolom**

Representative : **-**

Respondent : **West Ella Holdings Limited**

Representative : **-**

Date of Application : **15 July 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** : **5 September 2022 ~~22 September 2022~~
remote hearing on the papers
following an inspection.**

DECISION

The market rent as at 16 August 2022 is £200 per week.

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 15 July 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 9 June 2022 proposed a rent of £235 per week with effect from 16 August 2022 in place of the existing rent of £217.50 per week.
3. The tenant succeeded to his tenancy in February 1996.
4. Directions were issued by the tribunal on 29 July 2022.
5. The parties did not object to the matter being dealt with on the papers following an inspection by the tribunal. Prior to which both the landlord and the tenant sent to the tribunal written representations.

The Inspection

6. The Tribunal inspected the property and locality in the morning of 5 September 2022.
7. Roman Road is a residential road with permit parking situated in the Old Moulsham area of Chelmsford which is within walking distance of the town centre. Local shops and restaurants are within a few minutes walk.
8. The accommodation comprises two small living rooms and kitchen on the ground floor and one double and one single bedroom and a bathroom/wc on the first floor. There were damp marks on the flank wall where the skirting is rotten and coming away from the plaster. Heating is provided via dated night storage heaters in the living rooms, hall and landing, the bedrooms are unheated. The windows are replacement upvc double glazed units. The kitchen is cramped the only storage other than in the base unit below the sink, is in a ventilated pantry, the water pipes are surface mounted. The wall plaster is in poor condition in several areas of the kitchen and bathroom. The bathroom is dated with non-matching sanitary ware. The ceiling in the front bedroom has been patched, there has been no making good where the decorations were damaged due to water ingress prior to the roof being replaced.
9. There is a small rear garden which can be accessed via the kitchen or the shared corridor between the subject property and next door.
10. The curtains, carpets and white goods are the tenant's.

The Evidence

11. The landlord referred to two lettings within Roman Road: Number 25 was let in May 2021 at £1150 per month, it was centrally heated; a house on the 30@s had been let for £1100 per month, it had central heating but was tired internally. A local agent had supplied a desktop valuation of £110 - £1250 per month.
12. The tenant stated that the house was in poor condition and not in a comparable condition to those houses let on the open market. Number 25 was fully modernised and decorated to a high standard. The tenant referred to a modern house in Anchor Street available to rent for £1100 per month, including off street parking.

The law

13. 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.
14. 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

15. In coming to its decision, the Tribunal had regard to the evidence supplied by the landlord and the tenant. The comparables provided by both parties indicate a rent of £1150 per month (£265 per week) as the open market rent for a two bedroom house in Old Moulsham. However, the subject property is not in the same condition nor let on the same terms as properties let on the open market. The house would require to be repaired and refurbished if it were to be let at such a rent.
16. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market in its current condition would be £200 per week

The decision

17. The Tribunal determines the open market rental value of the house is £200 per week effective from 16 August 2022 **in accordance with the landlord's notice.**

Chairman: Evelyn Flint

Dated: 5 September 2022 **22 September 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 to 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.

