



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

Case reference : **CAM/26UE/MNR/2022/0059**

HMCTS code : **P: PAPERREMOTE**

Property : **Cottage B, Metropolitan Police
Sports Ground, Bushey,
Hertfordshire, WD23 2TR**

Applicant : **Melody Rowley**

Respondent : **Metropolitan Police Bushey Sports
Club Limited**

Type of application : **Section 14 of the Housing Act 1988
Determination of market rent
payable.**

Tribunal member(s) : **Mary Hardman FRICS IRRV(Hons)**

Date of decision : **11 October 2022**

DECISION

Covid-19 pandemic: description of hearing

- A. This has been a remote hearing on the papers which the parties are taken to have consented to, as explained below. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because all issues could be determined on paper.

Background

1. The Landlord by a notice in the prescribed form dated 1 June 2022 proposed a new 'rent' of £1500 per calendar month to be effective from 1 July 2022. On 29 June 2022 the tenant referred the Notice to the Tribunal. This was in lieu of the previous rent of £1250 per month.
2. Parties were requested to complete a pro forma supplying details of the accommodation on a room-by-room basis, the features of the property (central heating, white goods, double glazing, carpets and curtains) and other property attributes and any further comments that they may wish the tribunal to take into consideration. This could include any repairs and improvements that had been made, any comments on the condition of the property and rentals of similar properties – should they wish to rely on these.
3. They were invited to include photographs and were informed that the Tribunal may use internet mapping applications to gather information about the location of the property and may inspect externally.
4. The determination would take place based on the submissions from both parties unless either party requested a hearing. Evidence was submitted by the landlord or the tenant. There was no request for a hearing.

The Tenancy

5. The Tenancy commenced as a contractual Assured Shorthold Tenancy for a fixed term of 12 months from 1 October 2017. A copy of the original agreement was provided. From 1 October 2018 a statutory tenancy on the terms of the written agreement appears to have arisen. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations

The Law

6. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic 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 subject tenancy
7. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall 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) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
- (c) any reduction in the value of the dwelling-house due to the failure of the tenant to comply with any terms of the subject tenancy.

The Tribunal has to be satisfied that it has jurisdiction, by reference to section 13 of the Act, to hear the Application in order to determine a rent under S14 of the Act

8. The Act provides in section 13(1) that the section applies to

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

9. Section 13(2) as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003 states that the date in paragraph 4 of the Landlord's notice (the date the new rent becomes payable) must comply with three requirements

10. The first requirement is that a minimum period of notice must be given before the proposed new rent can take effect.

11. The second requirement is that the starting date must not be less than 52 weeks after the date on which the rent was last increased using this procedure although there are exceptions to this.

12. The third requirement is that the proposed new rent must start at the beginning of a period of the tenancy (see paragraph number 17 of the Guidance Notes forming part of the prescribed form of the Landlord's Notice).

13. Section 14 of the Act requires the Tribunal to determine the rent at which it considered the subject property might reasonably be expected to be let on the open market by a willing Landlord under an Assured Tenancy in so doing the Tribunal is required by Section 14 (1) to ignore the effect on the rental value of the property of any relevant tenants' improvements as defined in Section 14 (2) of the Act.

14. Only if a landlord's notice complies with the requirements referred to above does a Tribunal have jurisdiction to determine a rent under section 14 of the Act.

The Tribunal's Decision

15. The respondent has confirmed, following an enquiry by the tribunal that the Section 13 notice was served on the applicant by email at 15:31 on 1 June 2022.
16. It further states that this was a re-issue of a Section 13 which was issued on 9 May 2022, although does not say the reason for this.
17. The tribunal finds that the notice of 1 June 2022 replaced the notice of 9 May 2022 and that the previous notice has no effect.
18. The tribunal also finds that insufficient notice of increase was given. The law requires that one months' notice is given – such notice would end on 1 June 2022 – effectively after the start of the increased rent and therefore the notice is invalid. If served on 1 June 2022 it would only be valid if the rent increase took effect at the earliest from 1 July 2022.
19. In the absence of a valid notice of increase the tribunal has no jurisdiction to determine the market rent.
20. Therefore, the application is struck out. The existing rent will continue to be payable.

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).