



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

Case Reference : **CAM/00MG/MNR/2022/0062**

Property : **46 Huntley Crescent, Milton Keynes,
Buckinghamshire MK9 3FZ**

Applicants (Tenants) : **Mr Baljinder Singh Chima & Ms Monica Pathak**

Respondent (Landlord): **Campbell Heights Estates Ltd**
Representative : **Mr Benjamin Cowen**

Type of Application : **Determination of a market rent under
Section 13 of the Housing Act 1988**

Tribunal Members : **Judge JR Morris**
Mr G Smith MRICS, FAAV, REV

Date of Decision : **18th October 2022**

DECISION

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DECISION

1. The Tribunal determined a rent of £1,125.00 per calendar month to take effect from 12th July 2022.

REASONS

THE PROPERTY

2. The Tribunal inspected the Property in the presence of Mr Baljinder Chima, one of the Tenants.
3. The Property is a duplex flat on the first and second storeys of a six-storey semi-circular block of flats with a tower and a two-storey wing comprising town houses on each side. The block has brick elevations to the five lower floors and a penthouse floor of modular construction. There is a car park in the basement/lower ground floor. There is a gated entry system to gain access to the car park. The car parking spaces are unallocated. The windows have double glazed units. Many of the flats including the Property have balconies. There are communal grounds laid to grass, trees and shrubs and pedestrian areas. The block has a communal hallway with

stairs and a lift to corridors off which are the flats. Access to the internal communal areas is via a security entry system and there is a caretaker.

Accommodation

The Property is a flat comprising two floors with the front door on the upper floor opening into lobby where there is a storage cupboard and a door to a landing off which is a bedroom and bathroom with w.c. and stairs down to the lower floor hallway off which is a bedroom and a large living room. Beyond the living room is a corridor to a storage cupboard, a shower room with w.c. and a kitchenette.

Services

Space and water heating is by a gas fired central heating system. The Property has mains electricity, gas, water and drainage.

Furnishing

The Property is let unfurnished although carpets and white goods are provided.

Location

The block is situated in park land close to the centre of Milton Keynes and a wide range of amenities.

THE CONDITION

4. Externally, the Block was in fair to good condition as were the Communal Areas.
5. Internally, the flat is spacious but the décor needs refreshing. The Tribunal found there was no obligation upon the Tenants to redecorate and noted that clause 2.41 of the Tenancy Agreement stated that the Property was not to be altered in appearance or decoration without first obtaining the prior consent of the Landlord or its agent.
6. The doors to the balcony were set in a frame with a single uninsulated plywood panel. The kitchen was small with very little work surface. The units were dated and the laminate of the worktop is lifting from the chipboard. The bathroom and shower room were in fair to good condition. Decoratively the flat is tired with evidence of plasterboard screws popping.

THE TENANCY

7. The Tenancy commenced as a contractual fixed term Assured Shorthold Tenancy of 6 months on 12th February 2014 and has continued as a statutory periodic tenancy. A copy of the Tenancy Agreement dated 12th February 2014 was provided. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

THE REFERRAL

8. The current rent is £925.00 per calendar month. The Landlord by a notice in the prescribed form dated 1st May 2022 proposed a new rent of £1,200.00 per calendar month from 12th July 2022.
9. On 11th July 2022 the Tenant referred the notice proposing a new rent to the Tribunal. Directions were issued on 18th July 2022. Neither party made a request for a hearing.

THE LAW

10. The relevant law is in section 14 of the Housing Act 1988 which is summarised below.
11. 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
12. 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.
9. Nothing in section 14 affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

REPRESENTATIONS

13. The Landlord made written representations saying that the 33 and 51 Huntley Crescent are similar properties the rents for which are £15,000 per annum which equated to £1,259 per calendar month, from 25th May 2022 and 28th June 2022 respectively. It was submitted that £1,200.00 per calendar month was very reasonable for the Property.

DETERMINATION

14. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. The Tribunal does not take into account the present rent and the period of time which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent. The Tribunal cannot take into account the personal circumstances of either the Landlord or the Tenant.
15. The Tribunal assesses a rent based on the condition of the Property as at the time of the determination.
16. The Tribunal took into account the rental values for similar properties provided by the Landlord and the Tribunal added to these the knowledge and experience of its members.

17. The Tribunal accepted that had the Property been in good condition with an updated kitchen a rent in the region of £1,200.00 to £1,250.00 would be appropriate. However, taking account of the tired décor and the poor condition of the kitchenette the Tribunal determined a rent of £1,125.00 per calendar month. The Tribunal was of the opinion that in the absence of evidence section 14(7) Housing Act 1988, regarding hardship was not applicable and that the rent should commence on the date specified in the Notice of Increase.
18. The Tribunal determined that a market rent for the Property in its present condition is **£1,125.00 per calendar month to take effect on 12th July 2022.**

Judge JR Morris

APPENDIX - RIGHTS OF APPEAL

1. If a party wishes to appeal the 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.
2. 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.
3. 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.
4. 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.

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

46 Hunley Crescent,
Milton Keynes,
Buckinghamshire,
MK9 3FZ

The Tribunal members were

Judge John R Morris
Mr G Smith MRICS FAAV REV

Landlord

Campbell Heights Estates Ltd

Address

129 Stamford Hill
London
N16 5TW

Tenant

Mr Baljinder Singh Chima & Ms Monica Pathak

1. The rent is: £ 1,125.00 **Pe** Calendar Month (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is: 12th July 2022

*3. The amount included for services is/is negligible/not applicable

N/A

Per

N/A

*4. Service charges are variable and are not included

5. Date assured tenancy commenced

12th February 2014

6. Length of the term or rental period

Monthly

7. Allocation of liability for repairs

S11 Landlord and Tenant Act 1985

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

Duplex Flat comprising living room, kitchenette, two bedrooms, a bathroom with w.c. and a shower room with w.c.

Judge

J R Morris

**Date of
Decision**

18th October 2022