

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

Housing Act 1988 Section 14

Address of Premises

22 Gweal Avenue,
Reading,
Berkshire,
RG2 0FW

The Tribunal members were

Judge John R Morris
Mrs M Wilcox BSc MRICS

Landlord

Mr & Mrs Raya Markova Vladimir Petrov

Address

C/O Adams Estate Ltd,
66 Christchurch Road,
Reading,
Berkshire RG2 7AZ

Tenant

Ms Vanessa Asongo & Ms Marlene Mobango

1. The rent is: £

1,650.00

Pe

Calendar
Month

(excluding water rates and council tax
but including any amounts in paras 3)

2. The date the decision takes effect is:

1st September 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

1st May 2020

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

End of terrace house comprising cloakroom, living room, kitchen, three bedrooms, one with ensuite and w.c. and a bathroom with w.c.

Judge

J R Morris

**Date of
Decision**

**1st November
2022**



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

Case Reference : **CAM/00MG/MNR/2022/0079**

Property : **22 Gweal Avenue Reading Berkshire, RG2 0FW**

Applicant (Tenants) : **Ms Vanessa Asongo & Ms Marlene Mobango**

**Respondent (Landlord):
Representative** : **Mr & Mrs Raya Markova Vladimir Petrov
Adam Estates Ltd**

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

Tribunal Members : **Judge JR Morris
Mrs M Wilcox BSc MRICS**

Date of Decision : **1st November 2022**

DECISION

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DECISION

1. The Tribunal determined a rent of £1,650.00 per calendar month to take effect from 1st September 2022.

REASONS

THE PROPERTY

2. The Property had recently been put on the market and the Tribunal obtained the following description from its inspection with some details such as room sizes from the sales information provided on the internet.
3. The Property is a modern end of terrace three storey town house with brick elevations under a pitched tile roof constructed circa 2008. The windows are upvc with double glazed units. The doors are upvc as is the roof line of fascia, soffits and rainwater goods. There is off street parking for one vehicle at the front of the Property. There is an enclosed garden at the rear with gated access at the side of the Property.

Accommodation

The Property comprises, on the ground floor, an open porch over the entrance door, there is an entrance hall from which stairs rise to the first-floor landing, a cloakroom (wash hand basin and w.c.), a living room (15'6" x 14'9"/4.73 x 4.50 m) off which there is kitchen (10'5" x 7'2"/3.06 x 2.30 m). On the first floor there is a landing from which rise stairs to the second floor, one double bedroom and one single bedroom (14'9" x 9'6"/4.50 x 2.90 m; 10'1" x 7'6"/3.06 x 2.30 m) and a bathroom. On the second floor there is a double bedroom (21'10" x 12'7"; 6.39 x 3.84 m) and an ensuite shower room.

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. The floorcoverings are provided with laminate flooring on the ground floor and carpets on the stairs, landing and bedrooms. White goods are also provided with integrated oven, hob and hood and fridge freezer.

Location

The Property is situated in a residential development known as Kennet Island on the outskirts of Reading.

THE TENANCY

4. The Tenancy commenced as a contractual monthly periodic Assured Shorthold Tenancy on 1st May 2020 for a period of 12 months at a rent of £1,295.00 per calendar month and continued thereafter as a statutory tenancy on the same terms. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

THE REFERRAL

5. The current rent is £1,295.00 per calendar month. By a notice in the prescribed form dated 27th July 2022 the Landlord proposed a new rent of £1,650.00 per calendar month from 1st September 2022.
6. On 29th August 2022 the Tenants referred the notice proposing a new rent to the Tribunal. Directions were issued on 30th August 2022 informing the parties that the Tribunal did not intend to hold an oral hearing unless a request was made by 4th October 2022. Neither party made a request for a hearing. The Tenants completed the Reply Form attached to the Directions. An inspection took place on 1st November 2022.

THE LAW

7. The relevant law is in section 14 of the Housing Act 1988 which is summarised below.
8. 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
9. 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.
10. 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).

CONDITION

11. The Tribunal inspected the Property on 1st November 2022 in the presence of Ms Asongo, one of the Tenants.
12. Externally, the Property is in good condition.
13. Internally, the Property is in good decorative order. The bathroom has a shower over the bath. The cloakroom, bathroom and ensuite shower room are modern and in good condition. The kitchen has modern fitted units, an integral cooker with hood and washing machine and dishwasher. The living room and kitchen are open plan and there are patio doors from the living room to the garden.

REPRESENTATIONS

14. The Tenants made written representations stating that they had applied to the Tribunal as they believed the rent increase unfair. They said they had tried to negotiate with the Landlords but they would not reduce the amount of the increase. They said that the Landlords had sold the freehold of the Property and had served a 'no fault' mandatory Notice to Quit under section 21 of the Housing Act 1988 so they had been trying to find another place to live.
15. Ms Asongo, one of the tenants, said she had become self-employed in March and it had been stressful trying to attend viewings. They had had a guarantor but this person was now unable to act due to a change in work arrangements. They said it is not a matter of being difficult by refusing to leave but of finding another place to live which would accommodate their furniture and was suitable for Ms Asongo's daughter.
16. The Tenants said the Landlords had stated in an email that they had enjoyed almost 3 years of low rent but they felt it was not their fault that the rent had not been increased earlier and considered it unfair that it should be increased so much. They felt aggrieved because, when asked by the Landlords, they said they wanted to renew the Tenancy only to find the Landlord then put the Property up for sale. For over 8 months during Covid they said people had been viewing the Property while they

continued to pay the rent on time and not cause any problems.

17. They did not consider the Property was of the standard as other similar properties in the area. They said the kitchen had been dark for 3 months until an overgrown bush was cut back and the fences were blown over onto Ms Asongo's daughter's trampoline and was not fixed for two months when the neighbour repaired it. They said that they had repainted the garden fence.
18. Ms Asongo also included an email to the Landlords in which she complained that she had not been kept informed about the progress of the sale of the Property and the arrival at the Property of the purchaser and surveyor when she was not expecting them.
19. The Tenant said that they considered the current market rent is between £1,450.00 and £1,500 per calendar month and provided information regarding rental values of properties which they believed were comparable. The two properties were 3-bedroom houses as follows:

Exwick Square	£1,450	a semi-detached house within a mile of the Property
Duckets Mead	£1,500	a terraced house within a mile and a half of the Property
20. The Landlords made no representations.

DETERMINATION

21. The Tenants in this case provided written representations most of which, as noted below were not relevant. The Tribunal is not in any way critical of this. Unrepresented parties are not always aware of what is relevant and what is not and it is part of the role of the Tribunal to distinguish between the two and reach its decision accordingly.
22. 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 for which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent.
23. The Tribunal only has jurisdiction to determine the rent. It cannot take into account:
 - whether a section 21 Housing Act Notice has been served or the difficulty in obtaining alternative accommodation;
 - communication difficulties in the course of a sale;
 - the unwillingness of one party to negotiate a new rent;
 - grievance as to how one party may have treated another;as these do not reflect upon the amount of the rent.
24. It also cannot take into account the personal circumstances of either the Landlord or the Tenant.
25. The Tribunal assesses a rent based on the condition of the Property as at the time of the determination. Therefore, it cannot take into account the period of time which a property might have been in disrepair prior to work being carried out by the

Landlord. Equally, it cannot take into account work which the Landlord said it intended to undertake or was scheduled to take place in the future.

26. On examining the market information from internet sites and its own experience the Tribunal found that rents for modern 3-bedroom houses of similar type within an area of 1.5 miles of the Property are in the region of £1,400.00 to £1,800.00 depending on condition and location. It appeared from the properties available to let and those where the let was agreed, demand for such properties was greater than supply resulting in a significant increase in rental values with the likelihood of asking rents being achieved.
27. The Tribunal considered the comparable evidence adduced by the Tenants for which the rents were at the lower end of the range for 3-bedroom properties. Neither were directly comparable. The Exwick Square house was an older property and although Ducketts Mead was very similar in layout, both were outside the Kennet Island Development, where rents are in the mid-range. The rental values for two storey 3-bedroom houses on the Development, which are slightly smaller than the three storey houses, are in the region of £1,500.00 to £1,600.00 and the slightly larger three storey houses, like the Property, are in the region of £1,600.00 to £1,700.00. The Tribunal therefore determined that the market rent for the Property is £1,650.00 per calendar month.
28. The Tribunal determined that a market rent for the Property is **£1,650.00 per calendar month to take effect on 1st September 2022.**

Judge JR Morris

Caution: The Tribunal inspected the subject property for the purposes of reaching this decision. The inspection was not a structural survey and any comments about the condition of the property in this statement must not be relied upon as a guide to the structural or other condition of the property.

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.