



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

Case Reference : **CAM/00KG/MNR/2022/0086
P:PAPERREMOTE**

Property : **48 The Sorrells Stanford le Hope SS17
7DS**

Applicant : **Miss Maxine Blackshaw**

Respondent : **Ms Eileen Carroll**

Representative : **Landlord Advice UK**

Date of Application : **22 September 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** : **14 November 2022
remote hearing on the papers
following an inspection.**

DECISION

The market rent as at 14 November 2022 is £1080 per month.

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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 on the papers following an inspection. 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 22 September 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 22 August 2022 proposed a rent of £1550 per month with effect from 26 September 2022 in place of the existing rent of £800 per month.
3. The tenant occupies under an assured periodic tenancy from May 2015.
4. Directions were issued by the tribunal on 27 September 2022.
5. Prior to the hearing the tenant sent to the tribunal written representations, no written representations were received by or on behalf of the landlord.

The Evidence

6. Miss Blackshaw stated that the landlord had not carried out any repairs in the previous seven years. The back door and the French windows in the living room were not secure and needed adjustment. The central heating boiler has been condemned and disconnected from the gas supply.
7. Internally she described the condition as generally fair. The condition of the kitchen was poor: the ceiling had been damaged by a water leak. The tenant had replaced the doors to the kitchen units. The wardrobe doors in both double bedrooms were falling off. The carpets, blinds and white goods were the tenants.
8. The tenant provided a number of comparables to show that the proposed rent was excessive. She stated that four and five bedroom houses were on the market at between £1450 and £1500 per month. Three bedroom houses, in better condition than the subject property, were available for between £1200 and £1400 per month. A house in the same road had been let for £1250. The landlord had not provided the tenant with a written tenancy agreement which apparently prevented the tenant obtaining Housing Benefit. The agent now acting on behalf of the landlord has agreed to assist with claiming benefits. Miss Blackshaw had offered to pay £1070 per month which the council had told her would be covered by Housing Benefit.

The Inspection

9. The Tribunal inspected the property and locality in the morning of 14 November 2022. The property is a two storey semi-detached house in a residential road with double yellow lines along almost the total length of the road. The house is within easy walking distance of local shops and on a bus route. Stanford le Hope station is approximately 1.5 miles distant.
10. Externally the property was in fair condition, the windows and front door were pvcu double glazed units however a number of the seals to the windows had failed resulting in misted glazing. The fascia and gutters to the front and side of the house had been replaced by the tenant however the fascia and gutters to the rear were in poor condition, being the originals and not decorated for many years.
11. To the side of the house was a narrow driveway leading to a single garage, outside store and external wc. The doors were in very poor condition. The tenant had installed a decking area to the rear and replaced the garden fences.
12. The accommodation comprised on the ground floor a through living room and a kitchen and on the first floor two double bedrooms, a small single bedroom and bathroom/wc. The house was unheated as the gas fired central heating boiler had been disconnected following a gas safety inspection.
13. Internally there was significant cracking around the front door and adjacent glazed side panel. The back door had been secured by the tenant as the lock was not working, the French windows were ill-fitting and could not be locked, the tenant had added a temporary closing mechanism. A section of the ceiling in the kitchen was damaged and required repair. There was no handrail to the staircase.
14. The doors to the individual rooms were either not on their hinges or only partially attached to the door frames. The fitted wardrobes in the double bedrooms were in poor condition. There was no hot water to the wash basin in the bathroom.

The law

15. 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.
16. 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

17. In coming to its decision, the Tribunal had regard to the evidence supplied by the tenant. On the basis of the comparable evidence the Tribunal adopted a rent of £1350 per month as the starting point.

However, the subject property is not as well appointed as the comparables available on the open market which were in good repair and fully modernised. In its current condition the tribunal values the house at £1080 per month.

The decision

18. The Tribunal determines the open market rental value of the subject property is £1080 per month effective from 14 November 2022 as it is satisfied that backdating the rent would cause undue hardship to the tenant in accordance with the discretion referred to at section 14(7) of the Act.

Chairman: Evelyn Flint

Dated: 14 November 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 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.

