



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

Case reference : **CAM/00KA/MNR/2021/0062**

HMCTS code : **P:PAPERREMOTE**

Property : **59 Wadhurst Avenue Luton LU3
1UQ**

Applicant : **Mr Abdul & Mrs Malali Satar**

Respondents : **Dr Mehmood Shah**

Represented by : **Promptmove**

Type of application : **Section 13 and 14 of the Housing
Act 1988 Determination of market
rent payable.**

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

Date of decision : **28 March 2022**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers which the parties are taken to have consented to. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because all issues could be determined on paper. The submissions were in an individual bundle produced by the Applicant. Nothing was received from the representative for the landlord. I have noted the contents and my decision is below.

Decision:

1. The Tribunal determined a rent of **£1250** per calendar month to take effect from **3 November 2021**

Reasons

Background

2. The Landlord by a notice in the prescribed form dated 18 September 2021 proposed a new 'rent' of £1500 per month to be effective from 3 November 2021. On 2 November 2021 the tenant referred the Notice to the Tribunal. This was in lieu of the previous rent of £1300 per month.
3. 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.
4. The determination would take place based on the submissions from both parties unless either party requested a hearing. No further evidence was submitted by either the landlord or the tenant. Neither party requested a hearing.

The Property

5. The tribunal inspected the property on 7 March 2022. The tribunal was accompanied by the tenants, Mr Abdul & Mrs Malali Satar
6. The property is a two-storey brick built, dormer style semi-detached house with a tiled roof located in a relatively quiet road some 2.2 miles from Luton town centre.
7. The accommodation comprises an entrance hall, kitchen, lounge, /dining room, bathroom with bath/wc/whb to the ground floor and three bedrooms and a bathroom with an electric shower and wc to the first floor.
8. There is a small garden to the front and a reasonable sized garden to the rear. There is a single garage to the side of the property.
9. The property has gas fired central heating system. The tenant reported that it was temperamental and didn't always work.

10. The property was somewhat tired and in need of refurbishment. There was evidence of damp in the property – predominantly in the downstairs bathroom and rear first floor bedroom. The tenant had purchased a dehumidifier to seek to deal with the damp in the first-floor bedroom. It was also evident the roof covering to the ground floor porch needed repairing.
11. The kitchen was basic and dated, with the cooker and washer provided by the tenant.
12. Whilst the property had double glazing, seals to the windows in some of the rooms were blown causing condensation to be evidenced between the panes. This was noted in the kitchen, lounge/dining room, first floor bathroom, rear bedroom and front bedroom.

The Tenancy

13. The tenancy appears to be a statutory periodic monthly assured tenancy under the Housing Act 1988 which began on 3 February 2020. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord’s repairing obligations.

14. The Law

15. 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
16. 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.

Representation – Tenant

17. In their initial submission the tenant provided a number of photographs of the double-glazing units showing moisture between the panes.
18. They also sent a photograph of the dehumidifier, which the tribunal noted in the first-floor rear bedroom during their inspection.

Representations – Landlord

19. No submissions were received from the landlord or their representatives.

Determination

20. 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. It 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. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the landlord or the tenant.
21. The Tribunal assesses a rent for the Property as it is on the day of the hearing disregarding any improvements made by the tenant but taking into account the impact on rental value of disrepair (if any) which is not due to a failure of the tenant to comply with the terms of the tenancy.
22. No comparable evidence was provided by either party.
23. In the circumstances the tribunal is therefore required to use its experience and expertise to arrive at the open market value of the property in the condition which most modern properties in the area would be expected to let.
24. The tribunal is of the opinion that this would be in the region of £1350 per month
25. However, adjustment needs to be made both for the state of repair and the lack of white goods, which would normally be provided with property rentals.
26. The tribunal has made a deduction of £100 per month to reflect the fairly tatty state of the property including the basic kitchen and bathrooms and the blown double-glazed unit.

27. On the basis of the above the tribunal determines the rent for the subject property at **£1250 per calendar month** with effect from 3 November 2021
28. In the event that the tenant has paid in excess of this amount from 3 November 2021 the landlord is required to repay the difference within 28 days of the date of this decision.

Mary Hardman FRICS IRRV(Hons)
Regional Surveyor

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).