



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

Case reference : **CAM/42UG/MNR/2022/0097**

HMCTS code : **P:PAPERREMOTE**

Property : **229 Langer Road, Felixstowe,
Suffolk, IP11 2EE**

Applicant : **Mrs J Bell**

Respondent : **Thompson's Estate Offices Ltd**

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)**

Date of decision : **9 January 2023**

DECISION

Decision:

1. The Tribunal determined a rent of **£700** per calendar month to take effect from **4 December 2022**

Reasons

Background

2. The Landlord by a notice in the prescribed form dated 12 October 2022 proposed a new 'rent' of £705 per month to be effective from 4

December 2022. On 21 October 2022 the tenant referred the Notice to the Tribunal. This was in lieu of the previous rent of £675 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. Further evidence was submitted by the tenant. Nothing was received from the landlord. Neither party requested a hearing.

The Property

5. The tribunal did not inspect the property but had access to internet viewing applications and the property details supplied by the tenant.
6. The property is a two-storey brick built terraced house with a tiled roof located not far from the seafront in Felixstowe
7. The accommodation comprises a living/dining room, kitchen, 3 bedrooms, bathroom and w.c. There is a garden.
8. The property has central heating and double glazing.

The Tenancy

9. The tenancy appears to be a statutory periodic monthly assured tenancy under the Housing Act 1988 which began on 4 October 2001. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations.

10. The Law

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.

Representation – Tenant

13. In the application form and the reply form the tenant said that they had undertaken various works since the start of the tenancy to include
 - i) Removing woodchip wallcovering and plastered walls
 - ii) Laid carpet and wooden floor throughout
14. They reported that there was damp to walls in the living room, pantry and under the sink, on the front wall to bedroom 1, under the window bedroom 2, outside wall to bedroom 3 and to the bathroom.
15. Other properties locally had been improved but this one had not, and the landlord would not allow the tenant to enlarge the kitchen by the removal of the pantry and rear shed.
16. The drain next to the back door was also broken. The tenant reports that someone had agreed that work needed doing but nothing had happened despite regular calls to the landlord.

Representations – Landlord

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

Determination

18. 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.

19. 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.
20. No comparable evidence was provided by either party.
21. 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.
22. The tribunal is of the opinion that this would be in the region of £875 per month.
23. However, adjustment needs to be made for the state of repair and general amenities of the property which would appear to be below that of properties on the rental market. The landlord would appear to be acknowledging this in setting the new rent somewhat below the market rate for a property in a good state.
24. The tribunal has made a deduction of £100 per month to reflect the general disrepair throughout the property and £75 per month to reflect the absence of carpets, curtains and white goods.
25. On the basis of the above the tribunal determines the rent for the subject property at **£700 per calendar month** with effect from 4 December 2022
26. In the event that the tenant has paid in excess of this amount from 4 December 2022 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).