



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

**Case Reference** : **CHI/29UL/MNR/2022/0133**

**Property** : **27 St. Johns Church Road  
Folkestone  
Kent  
CT19 5BH**

**Applicant Tenant** : **Mrs S Harrap**

**Representative** : **None**

**Respondent Landlord** : **Mr M Rogers**

**Representative** : **None**

**Type of Application** : **Determination of a Market Rent sections  
13 & 14 of the Housing Act 1988**

**Tribunal Members** : **Mr I R Perry FRICS  
Miss C D Barton MRICS  
Mr J S Reichel MRICS**

**Date of Inspection** : **None. Paper determination**

**Date of Decision** : **17<sup>th</sup> January 2023**

---

**DECISION**

---

## **Summary of Decision**

1. On 17<sup>th</sup> January 2023 the Tribunal determined a market rent of £1,170 per month to take effect from 1<sup>st</sup> December 2022.

## **Background**

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 31<sup>st</sup> October 2022 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000 per month in place of the existing rent of £1,100 per month to take effect from 1<sup>st</sup> December 2022. The notice complied with the legal requirements.
4. On 10<sup>th</sup> November 2022 the Tribunal received an application from the Tenant under Section 13(4) (a) of the Housing Act 1988.
5. The Coronavirus pandemic and considerations of health have caused a suspension of inspections and Tribunal hearings in person until further notice.
6. The Tribunal issued directions on 2<sup>nd</sup> December 2022 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. The Tenant submitted papers to the Tribunal but indicated that she had not sent a copy to the Landlord.
8. The Tribunal office asked the Tenant why she had not sent a copy to the Landlord. She replied that she has no email address for the Landlord but then confirmed on 6<sup>th</sup> January 2023 that she had delivered paper copies to the Landlord's home address by hand.
9. The Landlord made no submissions to the Tribunal.
10. Neither party having objected to the matter being determined without an oral hearing the Tribunal determined the case on 17<sup>th</sup> January 2023 based on the written representations received.

## **The Property**

11. From the information given in the papers and available on the internet the property comprises a 3-storey semi-detached house built in the early part of the 20<sup>th</sup> century, situated in a residential area close to the centre of Folkestone. All main amenities are within easy reach.
12. Originally built with mainly brick elevations the roof covering appears to have been replaced with modern concrete tiles.

13. The main entrance fronts onto Bournemouth Gardens and gives access to accommodation described as including 2 Living rooms, Kitchen, 5 Bedrooms and a Bathroom. A second Bathroom is mentioned as being unusable. Outside there are gardens to front and rear with limited permit parking on the road.
14. The property has gas-fired central heating but no double glazing.

### **Submissions**

15. The initial tenancy began on 1<sup>st</sup> December 2012. The Applicant states that carpets and curtains are included in the letting but no white goods and that she is responsible for drains clearance.
16. The Tenant also states that she has fitted a new oven with associated gas fittings, improved some electrical fittings, replaced an original sash window, replaced stained glass doors, replaced the garden decking, replaced the bathroom floor tiles, tiled part of the kitchen, landscaped the garden, done some plastering and carried out plumbing work “including ground work which exposed water supplied by lead pipework”.
17. The Tenant also states that all kitchen and bathroom fittings pre-date 2007, that there is a second bathroom that has been unusable for 9 years, that the carpets are threadbare, that she maintains the gutters, that the boiler is possibly 30 years old and obsolete, there is no thermostat, no insulation and single glazed windows and that she has redecorated internally.
18. The Tenant provided a number of photographs in support of her submission which showed a replaced sash window, blocked gutters, damaged rendering to a flashing and to a rendered parapet, an original but stained cast iron bath, a washbasin with broken tap, flaking external decorations, old carpets, a damaged hall ceiling, construction of the new decking, kitchen fittings with a cracked Belfast sink, broken floor tiles, an unusable WC, hot water tank with dated boiler, damaged plaster work and some internal cracking and damp stain.
19. The Tenant states that in her opinion the Landlord is seeking a rent that would be appropriate for a recently modernised executive property.
20. The Landlord had made no response to these submissions.

### **The Law**

#### **S14 Determination of Rent by First-tier Tribunal**

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal 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, in respect of council tax 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.

**Consideration and Valuation**

21. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
22. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Parties are not relevant to this issue.
23. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Folkestone, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,900 per month. However, the property is not let in a condition that would be expected for a new open market letting and a number of adjustments should be made to reflect this.
24. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Dated kitchen fittings	£100
Dated bathroom and unusable second bathroom	£100
Threadbare carpets	£100
Internal decoration	£100
Poor or absent insulation	£100
Internal disrepair and external decoration	£200
	—————
TOTAL per month	£730

25. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

**Determination**

26. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy is £1,170 per month.
27. The Tribunal directed that the new rent of £1,170 per month should take effect from 1<sup>st</sup> December 2022, this being the date specified in the Notice.

**RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.