



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

Case Reference : **CHI/00HB/MNR/2022/0136**

Property : **12 Sidmouth Gardens
Bristol
BS3 5HE**

Applicant Tenants : **Mr M Moncrieff and Mr M Piechowicz**

Representative : **None**

Respondent Landlord : **Northwood Bristol Ltd**

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 : **17th January 2023**

DECISION

Summary of Decision

1. On 17th January 2023 the Tribunal determined a market rent of £1,050 per month to take effect from 1st January 2023.

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 14th November 2022 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,050 per month in place of the existing rent of £975 per month to take effect from 1st January 2023. The notice complied with the legal requirements.
4. On 15th November 2022 the Tenants applied to the Tribunal 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 5th 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. Both parties submitted papers by the specified date which were also copied to the other party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 17th January 2023 based on the written representations received.

The Property

9. From the information given in the papers and available on the internet the property comprises a relatively modern inner-terraced house in a cul-de-sac, itself within an area of similar style properties in Bristol. It is about 1 mile to the south of Bristol city centre, within reach of all main amenities.
10. The accommodation is described as including a Living Room, Kitchen, double Bedroom, single Bedroom, Bathroom with WC, small Conservatory. Outside there is a small Garden, garden Shed and a Parking Space.
11. The property has gas-fired central heating and double-glazed windows.

Submissions

12. The initial tenancy began on 1st July 2020 at a rent of £950 per month. Carpets, curtains and a cooker are included but no fridge or washing machine.

13. The Landlord submitted an Inventory Report with photographs dated 30th June 2020, but the Tenants say that this is not the copy that they signed when taking occupation. The Tenants provided several photographs which they say were taken at the time of their initial occupation and that, of necessity, they carried out a 'deep clean' of the property at that time.
14. The Tenants also refer to a broken shower fitting, a radiator that does not function well and a broken window blind.
15. The Landlord submitted a Rightmove report showing properties to rent in the general area with asking rents ranging from £1,000 per month to £1,400 per month, but did not submit evidence of any recent rents agreed.
16. The Tenants state that the property is on the doorstep of the most deprived areas of Bristol and refer to a stabbing incident which took place in August 2022, within 100 metres of their front door.

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

- 17. 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.
- 18. 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.
- 19. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Bristol 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 £1,100 per month. This figure reflects the location of the property.
- 20. However, the property is let without a fridge or washing machine which would normally be included in an open market letting and there are some minor repair issues relating to the shower, radiator and window blind.
- 21. Using its experience, the Tribunal decided that the following adjustments to the open market rent should be made:

Tenants provision of fridge and washing machine	£20
Minor repair issues	£30
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TOTAL per month	£50

22. The Tribunal noted that the Tenants had carried out a deep clean of the property when they first took occupation but decided that this should not be reflected by an ongoing reduction in the rent.
23. The Tenants made no representation that the starting date for the new rent specified in the Landlord's notice would cause them undue hardship.

Determination

24. 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 £1,050 per month.
25. The Tribunal directed that the new rent of £1,050 per month should take effect from 1st January 2023. 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 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.