



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

**Case Reference** : **CHI/29UM/MNR/2022/0143**

**Property** : **21 Temple Gardens  
Sittingbourne  
Kent  
ME10 4JX**

**Applicant Tenants** : **Mr A & Mrs C Evans**

**Representative** : **None**

**Respondent Landlord** : **Mr M Bassant**

**Representative** : **The Lettings Centre Ltd**

**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**

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**DECISION**

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## **Summary of Decision**

1. On 17<sup>th</sup> January 2023 the Tribunal determined a market rent of £950 per month with effect from 28<sup>th</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 Tenants pursuant to sections 13 and 14 Housing Act 1988.
3. On 18<sup>th</sup> November 2022 the Landlord's agent 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 £900 per month to take effect from 28<sup>th</sup> December 2022. The notice complied with the legal requirements.
4. On 27<sup>th</sup> 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 22<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 Tenants made a further submission to the Tribunal which was copied to the other party. Neither the Landlord nor his Agent made any submission.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 17<sup>th</sup> 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 an inner-terraced house situated at the head of a cul-de-sac in an area of similar style properties within Sittingbourne, about one- and three-quarter miles southeast of the centre of the town. All main amenities are within a reasonable distance of the property. The approach to the property is through a run-down block of garages.
10. The accommodation is described as including a Living Room/Dining Area, Kitchen, 3 Bedrooms and Bathroom with WC. Outside there are Gardens to front and rear and a Garage in a nearby block.
11. The property has brick and hung-tile elevations all beneath a tiled roof, gas-fired central heating and double-glazed windows.

**Submissions**

12. The initial tenancy began in May 2011 at a rent of £695 per month. The property was let with fitted carpets and curtains and a cooker.
13. In their submission the Tenants provided numerous photographs of the property and state that they replaced the cooker when the original became unusable, that the Boiler was replaced by the Landlord approximately 6/7 years ago when the Landlord was also advised that some radiators needed replacement.
14. The Landlord replaced the first-floor windows and front door about 8 years ago but the Tenants state that the ground floor windows are unserviceable, some are 'blown', some are ununlockable, and the back door is unserviceable. They also say that the side fencing needs replacement or repair.
15. The Tenants say that at their own expense they have installed the smoke alarms, replaced a defective banister rail, provided top cupboards in the Kitchen, replaced carpets to hall, stairs and landing, replaced basin in the Bathroom and decorated the property throughout. The bath is an original cast iron one and the Tenants have also installed an electric shower to replace an original defective shower.
16. The Tenants state that the Landlord has not installed Carbon Monoxide Alarms and that an Electrical Safety Test was carried out in 2021 but that no remedial works have been carried out and the Tenants provided a photograph of the main fuse box which appears to be outdated.
17. Some of the photographs provided also show evidence of black mould growth and showed general wear and tear to the property including dated kitchen and bathroom fittings.
18. The Tenants state that the adjoining end-terrace property has been fully refurbished, was let 18 months ago and that the current rent is £860 per month. They also refer to other properties let within Sittingbourne with rents ranging from £1,100 to £1,300 per month but are all fully refurbished and refer to another property in Temple Gardens marketed at £1,350 which has been fully refurbished and includes a large ground floor extension.
19. No representations were received from the Landlord or his Agent.

**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**

20. 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.
21. 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.
22. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in the Sittingbourne area, 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, and allowing for the approach to the property, would be £1,100 per month. However, the property is not let in such a condition and several adjustments should be made to reflect the condition and Tenants improvements.
23. The Tribunal decided that a reduction of £50 per month should be made to reflect the poor standard of ground floor windows and rear entrance door, £30 per month to reflect the Tenants provision of white goods, £20 per month to reflect mould growth and a further £50 per month to reflect the Tenants replacement of carpets, provision of smoke alarms, provision of shower, provision of washbasin and general decoration.
24. 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**

25. 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 was £950 per month.
26. The Tribunal directed that the new rent of £950 per month should take effect from 28<sup>th</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.