



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

Case Reference : **CAM/22UE/MNR/2022/0121
P:PAPERREMOTE**

Property : **188 London Road Benfleet SS7 5SJ**

Applicant : **Miss Beckie Jo Axford**

Representative : **-**

Respondent : **Wilson Wood Properties Ltd**

Representative : **-**

Date of Application : **8 December 2022**

Type of Application : **Determination of the market rent
under Section 14 Housing Act 1988**

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **13 February 2023
on the papers following an inspection.**

DECISION

The market rent as at 19 January 2023 is £1175 per month.

This has been a remote hearing which has been consented to by the parties. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents that the Tribunal were referred to are in a bundle, the contents of which have been noted. The order made is described below.

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Background

1. On 8 December 2022, the tenant referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which was dated 17 November 2022 proposed a rent of £1400 per month with effect from 19 January 2023 in place of the existing rent of £1150 per month.
3. The tenant occupies under a periodic tenancy which commenced on 19 January 2021.
4. Directions were issued by the tribunal on 4 January 2023.
5. The parties did not object to the matter being dealt with on the papers following an inspection by the tribunal. Prior to which both the landlord and the tenant sent to the tribunal a brief description of the bungalow and several comparables.

The Inspection

6. The Tribunal was unable to obtain access to the bungalow at the appointed time and therefore inspected the property externally and locality on the morning of 13 February 2023.
7. London Road is a busy main road with a part-time bus lane in front of the property. Bus stops and a local parade of shops were close by, Benfleet station is approximately two miles away and Rayleigh station is approximately four miles. The property is on the edge of an interwar estate of similar style bungalows and semi-detached houses.
8. The property is a 1930's semi-detached bungalow with front and rear gardens, the front garden is gravelled, there is a shared drive way to the right of the property.
9. The accommodation comprises a living room, two bedrooms, kitchen, bathroom/wc and conservatory. The windows throughout are Upvc double glazed units.
10. The curtains and white goods are the tenant's.

The Evidence

11. The tenant stated that since moving in she had redecorated throughout and provided a new kitchen floor. She stated that there was mould which she cleaned off every day, Although the landlord had stated that he had supplied the white goods, he had only supplied the cooker the

remaining white goods were her own. A number of photographs of both the interior and exterior of the bungalow were provided.

12. Miss Axford provided details of a semi-detached bungalow in Southwold Crescent which had three rooms, kitchen, bathroom/wc, conservatory and a garage which was available to rent at £1200 per month in support of her contention that the proposed rent was excessive.
13. Mr Wilson explained his personal circumstances, including that he had rented a one bedroom property for himself and in the process had become aware of current rental value of flats within the area.
14. He provided brief details of three flats in Troy Court: two bedroom new build flats at rents ranging from £1250 to £1350 per month, a two bedroom flat in School Lane at £1100 per month, and the semi-detached bungalow in Southwold Crescent which the tenant had referred to at £1200 per month.

The law

15. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
16. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

Valuation

17. The Tribunal is unable to take into account the landlord's personal circumstances when determining the rental value of the subject property.
18. In coming to its decision, the Tribunal took into account the market evidence supplied by the landlord and tenant. The Tribunal determines that the new build flats in Troy Court do not provide reliable rental evidence of the value of this semi-detached bungalow.
19. The best comparable was the bungalow in Southwold Crescent: it was within close proximity to the subject property and provided similar accommodation. However, it had the benefit of not being on the main road and had a garage.
20. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market would be £1175 per month.

The decision

21. The Tribunal determines the open market rental value of the bungalow is £1175 per month effective from 19 January 2023 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 13 February 2023

ANNEX - RIGHTS OF APPEAL

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 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 of the dwelling-house concerned or are payable under separate agreements....

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree,

the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

