



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

**Case Reference** : **CAM/00KF/MNR/2023/0002  
P:PAPERREMOTE**

**Property** : **46 Weybourne Gardens Southend on  
Sea Essex SS2 4AU**

**Applicant** : **Mr Kamran Manzar and  
Mrs Uzma Manzar**

**Representative** : **-**

**Respondent** : **Reed Residential (agent)**

**Representative** :

**Date of Application** : **19 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** : **8 March 2023  
on the papers following an inspection.**

---

**DECISION**

---

The market rent as at 7 January 2023 is £ 900 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.

## **Background**

1. On 19 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 6 December 2022 proposed a rent of £1200 per month with effect from 7 January 2022 (sic) in place of the existing rent of £1050 per month, the notice stated the existing rent to be £1150. It was assumed these were typing mistakes. The tenant was not misled as they had received various emails regarding the increase from the managing agents.
3. The tenant occupies under a periodic tenancy following the expiry of a tenancy for six months from 7 June 2018.
4. Directions were issued by the tribunal on 12 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 the tenant sent their submissions to the tribunal and the landlord, no written representations were received by or on behalf of the landlord.

## **The Inspection**

6. I inspected the bungalow on the morning of 6 March 2023.
7. Weybourne Gardens is a heavily parked residential road of semi-detached bungalows built c1930 situated off the A1159 Eastern Avenue on an estate of similar aged houses and bungalows. Southend Central station and the town centre are approximately 2 miles distant.
8. The property is a detached bungalow with garage to the side and parking in the front garden. The walls are solid brick with mainly pebbledash render except for the front elevation. The windows, except for the porch and two small leaded lights in the left hand flank wall, are Upvc double glazed units.
9. The accommodation which has the benefit of gas fired boiler central heating comprises a living room, kitchen, utility room, three bedrooms, bathroom and separate wc.
10. The porch was single glazed, there was mould around the window frames, the timber front door was kept closed by a flimsy lock. A fully glazed door led into the hall where there were two built in cupboards with top boxes above. The floor boards were uneven in places.
11. The living room at the front of the property had extensive areas of mould, the wall paper was peeling off the walls in several places. There was mould in the front bedroom especially on the flank wall and the

front wall where it abuts the porch. There was mould in the rear bedrooms at a high level and on the ceiling adjacent the external wall.

12. There were extensive areas of mould on both the bathroom ceiling and walls. The bath panel was rusty and had a hole in it. The walls were half tiled with the original wall tiles. The ceiling in the wc was also mouldy.
13. The kitchen which was fitted with a number of cupboards, there was a built in pantry cupboard and open shelving, the floor was quarry tiled. The ceiling and the walls at high level were mouldy. A door led into a utility room extension. Part of the ceiling was mouldy, the remainder being double skinned polycarbonate sheets. The roof was leaking at the junction of the two roofing materials. The room was a good size and fitted with a range of base units, there were doors giving access to both the front and rear of the bungalow.
14. The house was let with floor coverings and curtains, none of which were new at the beginning of the tenancy. The carpets were very thin and provided little insulation over the wooden floorboards.

### **The Evidence**

15. The tenants were of the opinion that the proposed rent was excessive. However, they did not provide any market evidence in support of their assertion which was that the dampness ought to be dealt with before the rent was increased.

### **The law**

16. In accordance with the terms of section 14 Housing Act 1988 the I proceeded to determine the rent at which I considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
17. In so doing I, 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**

18. In coming to my decision, I relied on my own general knowledge of rents in Southend.
19. I concluded that the rent at which the property might reasonably be expected to be let on the open market would be of the order of £1,250 per month if it were in the condition of those bungalows and houses advertised to let on the open market. However, this bungalow is not in that condition and requires significant work to put it into that condition. The condition of the property will continue to decline without further attention. The open market rent as at 7 January 2023 is £900 per month to reflect the condition of the property as noted above.

## **The decision**

20.I determine the open market rental value of the premises is £900 per month effective from 7 January 2023, being the effective date in the landlord's notice.

Chairman: Evelyn Flint

Dated: 8 March 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.