



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

Case Reference : **MAN/00DB/MNR/2022/0051**

Property : **18 SWANHILL LANE, PONTEFRACT WF8 2SE**

Applicants : **DONNA DOBSON**

Respondent : **VICTORIA WOODHOUSE**

Type of Application : **DETERMINATION OF FAIR RENT: SECTION 13,
HOUSING ACT 1988**

Tribunal Members : **A M Davies, LLB
A Hossain, Bsc (Est Man) MRICS**

Date of Decision : **16 January 2023**

DECISION

The rent payable for 18 Swanhill Lane, Pontefract with effect from 19 March 2022 is £700 per month.

REASONS

1. The Applicant's tenancy began on 19 July 2011. Her rent was £575 per month. On 14 February 2022 her landlord the Respondent served a notice to increase the rent to £725 with effect from 19 March 2022. The Applicant applied on 11 March 2022 to this Tribunal for a determination of rent pursuant to section 13 of the Housing Act 1988.
2. The property was visited by the valuer member and a different judge on 3 October 2022, and a determination was made on that date. However it transpired that the Applicant had not received copies of the Respondent's representations, and the determination was set aside. The application was listed for reconsideration by the present Tribunal.
3. Meanwhile the Applicant vacated the property, which was put on the market for sale. Since work may have been done to the property prior to its being marketed for sale and since the valuer member of the Tribunal had already inspected it, this decision has been made without a further inspection. The Tribunal has seen and considered correspondence and representations regarding the condition of the property and the parties' respective assessments of its rental value.

THE LAW

4. Section 14 of the Housing Act 1988 sets out how the Tribunal is to determine the rent. The rent is to be the amount at which the property can reasonably be expected to be let in the open market as at (in this case) 19 March 2022 on the same terms as the Applicant's lease (other than rent) but disregarding
 - (a) any increase in the value of the property attributable to an improvement carried out by the Applicant, and
 - (b) any reduction in the value of the property attributable to any breach of the tenancy agreement on the part of the Applicant.

5. Section 14(7) of the Act provides that the new rent is to take effect from the date specified in the Respondent's notice unless the Tribunal considers that that would cause undue hardship to the Tenant, in which case a later date can be specified.
6. Section 14(8) provides that the Tribunal is not required to make a determination if the tenancy has come to an end. However it can do so, and in this case it appears that both Applicant and Respondent have requested a determination of the rent payable until the Applicant vacated the property.

INSPECTION

7. On inspection the property was found to be a three bedroomed semi detached house about a mile from the centre of Pontefract. It has a central heating and double glazing. The third bedroom is very small. As well as the entrance hall and living room, there is a combined dining room and kitchen with French windows leading to the enclosed rear garden. The property has a separate garage and a brick built outhouse attached to the house containing the combi boiler. The sale particulars indicate that the loft is boarded and carpeted although this was not seen on inspection. The fire in the living room fireplace does not work.
8. The Tribunal did not find any improvements carried out by the Applicant which would have an effect on the market value of the property. The parties did not make the Tribunal aware of any breach of the terms of the tenancy on the part of the Applicant.
9. The items of disrepair identified by the Applicant in correspondence with the Respondent over a number of years appear to have been addressed by the Respondent. On inspection the Tribunal did not find any disrepair which was likely to have an appreciable effect on the rent. The Respondent had been keeping some items of her own in the garage of the property, but the Tribunal understood that these had been removed. Details of these items and the date of their removal were not provided.

VALUATION

10. The Respondent provided photographs of similar three bedroomed semi detached houses to let in the area at asking rents of £750 to £900 per month. No details were provided to enable the Tribunal to determine whether or which of these were true comparables. She also produced a rental valuation by her letting/sales agent Martin & Co at £725 per month, although the Applicant pointed out that the agents had not inspected the interior of the property.
11. The Applicant provided information as to average rents and the rent index in Yorkshire and Humberside. She also calculated what the rent would be if an RPI increase had been added year on year during the tenancy. However in order to determine the market rent for the property the Tribunal is required only to consider the rents that can be achieved locally for comparable housing. Generalised figures or rentals payable over a larger area are not part of the assessment process. The Applicant referred to 21 Swanhill Lane, an extended property offering considerably larger accommodation than hers, which she said was let at £595 per month. However the Tribunal was not provided with any details as to the basis of this letting or when the rent was last reviewed.
12. A property on the market to let can be expected to be in reasonable letting order, newly decorated and with carpets, curtains and white goods. The subject property's fridge freezer was provided by the Applicant. The property, including the garden, would have required refurbishment if it were to attract the best market rent.
13. After taking into consideration the condition of the property as noted on its inspection, the representations of the parties and its own general knowledge of local rents, the Tribunal determines that as at March 2022 the property, in the condition it was then in, would have attracted a rent of £700 per month.

Tribunal Judge A Davies

18 January 2023