



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

Case reference : **CAM/00MD/MNR/2023/0011**

HMCTS code : **A:BTMMCOURT**

Property : **109 Ledgers Road, Slough, SL1 2RQ**

Applicant (Tenant) : **Somasundaram
Meenatchisundaram and Sheeba
Minni Andrew**

Respondent (Landlord) : **Kuljinder Lalli c/o Landlords
Defence Ltd**

Type of application : **Determination of a Market Rent:
Sections 13 and 14 Housing Act
1988**

Tribunal members : **Mr P Roberts FRICS CEnv**

Date of Determination : **27 April 2023**

The form of determination was a telephone hearing described above as **A:BTMMREMOTE** The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

Decision

The Tribunal determined a market rent of £850 per calendar month effective from 27 April 2023.

Reasons

Background

1. On 9 December 2022 the Landlord served notice under section 13 (2) of the Housing Act 1988 to increase the passing rent from £600 per calendar month (pcm) to £1,250 with effect from 27 January 2023.
2. This rent is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
3. The Tenant made an application dated 25 January 2023 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
4. The Tribunal issued directions on 26 January 2023, inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the Tribunal to consider.
5. The Landlord's agent requested an oral hearing on 24 February 2023.

The Property

6. The Tribunal inspected the Property on 27 March 2023 accompanied by the Tenant and the Landlord.
7. The Property comprises a ground floor flat within a purpose-built apartment block of four flats. The accommodation comprises a living room, kitchen, bathroom and two bedrooms.
8. There is central heating and UPVC double glazing.
9. The Tribunal notes that the EPC banding is D and that the stated assumed floor area is 44 sqm.
10. The Council Tax Band is B.

The Tenancy

11. The Tenant occupied the Property by virtue of an Assured Shorthold Tenancy dated 5 November 2008 for a period of 12 months from 26 October 2008.
12. The rent under this Tenancy was £700 pcm.
13. The Property is defined as:

“The premises include all, or any parts of the dwelling house, gardens, paths, fences, boundaries or other outbuildings which form part of the let. Where the premises form only part of another property (e.e. in a block of flats), the letting includes the use, in common with others, of communal access ways and similar facilities.”

14. The Tenant’s repair obligations are set out within the lease, predominantly in section 2.
15. The Landlord’s repair obligations are set out at paragraphs 3.3 to 3.5 of the lease which, amongst other matters, refers to section 11 of the Landlord and Tenant Act 1985.
16. In the absence of a new Tenancy being entered into, an Assured Periodic Tenancy pursuant to Section 5 (2) of the Housing Act 1988 (the 1988 Act) has arisen such that Sections 13 and 14 of the Act now apply.

The Law

17. Section 5 (3) of the Act provides that the periodic tenancy arising on expiry of the Assured Shorthold Tenancy is one:

“(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;

(b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;

(c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;

(d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and

(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy”

18. Section 14 of the 1988 Act provides that the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy:

a. “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;

Representations – The Tenant

23. The Tenant provided the Tribunal with a detailed Application Form running to 8 pages together with a Reply Form which ran to 41 pages in total. Whilst it is not practicable for the Tribunal to list every issue raised within this Decision, the Tribunal has noted all relevant points raised.
24. In broad terms, the first issue raised by the Tenant within the Reply Form related to the validity of the Landlord's Notice on the basis that there had been an oral agreement to change the date for payment of the rent from 27th of each month to the 1st of each month.
25. The Tenant pointed out that the Landlord's Notice proposed that the new rent be payable from 27 January 2023 whereas, pursuant to the verbal agreement, they advised that the monthly rent is paid on the 1st of each month such that they contended the Notice to be invalid.
26. The second issue relates to the amount of rent payable and the Tribunal noted that the Tenant proposed a revised rent of £700 per month.
27. The third issue concerns the history of repair work carried out at the Property by the Landlord and compliance issues.
28. Finally, the Tenant also set out a history of communications with the Landlord.
29. These points were explored in further detail during the Hearing.

Representations – The Landlord

30. The Landlord was represented by Mr Taylor.
31. Mr Taylor submitted a Respondent's Reply to Applicant's Reply Form and a Bundle extending to 133 pages. As with the Tenant's submissions, the Tribunal has reviewed the entirety of this evidence.
32. Whilst he had provided 92 pages of printouts from Rightmove at Appendix 3 of the Respondent's Reply Form and Bundle there was no summary or explanation as to why these comparables were considered to be relevant and their relevance.
33. Mr Taylor argued that the obtaining of a Landlord's Licence and the satisfaction of Improvement Notices was evidence that the Property was in repair.
34. He also argued that the Landlord is not required to repair items that it has not received notification of.

Determination

35. It was apparent from the Parties' submissions and exchanges at the Hearing that there is considerable historic ill-feeling between the Parties.
36. The Tribunal enquired as to Mr Taylor's professional credentials and was advised that he is "...*someone with knowledge of the law*". It would therefore be reasonable for the Tribunal to expect that Mr Taylor should fully understand the standards expected of parties appearing before the Tribunal and behave accordingly.
37. However, despite being asked by the Tribunal to refrain from doing so, Mr Taylor persistently raised issues that were entirely irrelevant to the matters before the Tribunal, acted in an intimidatory manner to the Tenant and called the Tenant's character into question.
38. The Tribunal allowed Mr Taylor's evidence on this occasion but has only in respect of matters that relate to the assessment of the rent in accordance with the provisions set out at paragraphs 17 to 22 above. All other evidence has been disregarded.
39. Whilst both Mr Taylor and the Tenant provided evidence in respect of historic matters the Tribunal considers they would not be known by the prospective hypothetical incoming tenant and would not impact upon the market rent.
40. With regard to the validity of the Landlord's Notice, the Tribunal does not consider that an oral arrangement to pay the rent on a date different to that specified in the lease is material on this occasion. As such, the Tribunal is satisfied that the Landlord's Notice is valid.
41. In determining the market rent, the Tribunal has had regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant. The current rent and the period that has passed since that rent was agreed or determined is not relevant.
42. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is therefore unable to have any regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent.
43. The actual occupation of the Property is not relevant as it is considered to be vacant so that it can be occupied immediately, and the Tribunal has regard to the competing bids of hypothetical rather than actual prospective tenants. In addition, it is assumed that the Tenant has complied with their repair/ decoration/maintenance covenants.
44. The test as to whether disrepair should be taken into account is whether the market considers there to be any impact on value. The

market will take no account of third party opinions and each prospective occupier will form their own view as to the acceptability of the disrepair and the impact of this on their rental bid.

45. The fact that a licensing body may consider the Property to be in repair and suitable for occupation is therefore of limited relevance to the valuation of the Property. It is the attitude and requirements of the market as a whole that is paramount.
46. The schedule of letting evidence presented by Mr Taylor clearly illustrated the standard of fit out and decoration expected in the market in order to attract tenants. It was clear from this that, in the absence of significant refurbishment and modernisation the Property would not be attractive relative to these properties even before the fact that it is a ground floor flat and lacks amenities is taken into account.
47. As such, whilst the Landlord may consider that the Tenant has not fully complied with their repair covenants, the reality is that, in all probability, such repair would be superseded by the need to refurbish in order to compete in the market.
48. It is therefore the Tribunal's opinion that the current market rental value of the Property would be **£850 per month**.
49. The Tribunal is persuaded that section 14 (7) of the 1988 Act applies and therefore directs that the revised rent is to be effective from **27 April 2023**.

Name: Peter Roberts FRICS CEnv

Date: 27 April 2023

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

109 Ledgers Road, Slough, SL1 2RQ

The Tribunal members were

Mr P Roberts FRICS CEnv

Landlord

Kuli Sahota (AKA Kuljiner Lalli)

Address

106 Stafford Avenue
Slough
SL2 1AT

Tenant

Somasundaram Meenatchisundaram and Sheeba Minni
Andrew

1. The rent is: £ 850 Per month (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is:

27 April 2023

3. The amount included for services is

not
applicable

Per

4. Date assured tenancy commenced

26 October 2008

5. Length of the term or rental period

12 months

6. Allocation of liability for repairs

Tenant liable for internal repairs

8. Furniture provided by landlord or superior landlord

N/A

9. Description of premises

The Property comprises a ground floor flat within a purpose-built apartment block of four flats. The accommodation comprises a living room, kitchen, bathroom and two bedrooms. There is central heating and UPVC double glazing.

Chairman

P Roberts

Date of Decision

27 April 2023