



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

Case Reference : **CHI/45UF/MNR/2022/0152**

Property : **3 St Johns House
1 Springfield Road
Horsham
West Sussex
RH12 2PJ**

Applicant Tenant : **Mr M Kumar**

Representative : **None**

Respondent Landlord : **Keith & Vivian Ackred**

Representative : **Woodlands Lettings**

Type of Application : **Determination of a Market Rent sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **Mr I R Perry FRICS
Mr J S Reichel MRICS
Mr M C Woodrow MRICS**

Date of Inspection : **None. Paper determination**

Date of Decision : **4th April 2023**

DECISION

Summary of Decision

1. On 4th April 2023 the Tribunal determined a market rent of £945 per month to take effect from 25th 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 Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 21st October 2022 the Landlord 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 £925 per month to take effect from 25th December 2022. The notice complied with the legal requirements.
4. On 21st December 2022 the Tribunal received an application from the Tenant under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued directions on 31st January 2023 informing the parties that the Tribunal was minded to strike out the Application because the Notice proposing a new rent was defective. On 1st February 2023 the Tribunal received representations from the Landlord's Agent with a full copy of the Notice and Guidance Notes. Accordingly, the Tribunal was satisfied that the Notice was valid and further directions were issued on 24th February 2023 to the effect 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 Landlord submitted papers by the specified date which were copied to the Tenant.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 4th April 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 a first floor flat in a converted office block in a pedestrianised road in the centre of Horsham. The flat is above a Public House and is well situated for all main amenities.
10. The accommodation is described as including an open plan Living Room/Kitchen, Bedroom and Bathroom with WC.

11. The property has central heating and double-glazed windows. The Energy performance rating is 'C'.

Submissions

12. The initial tenancy began on 25th August 2018 at a rent of £875 per month.
13. The Landlords Agent states that carpets and white goods are supplied but not curtains and also supplied a log of work carried out to the property. The Agent supplied a copy of the tenancy agreement and the initial inventory with photographs.
14. The Agent also supplied a surveyor's report dated 14th January 2022 which had been commissioned as a response to complaints from the Tenant regarding internal dampness and mould growth. The thrust of the report was that the damp issues were due to condensation. The report included photographs which showed some mould growth and made a number of recommendations for the occupation of the property including opening the trickle vents to windows, mechanical air extraction when cooking and increasing ventilation when drying clothes.
15. The Agent also supplied details of 8 St Johns House recently let for £1,200 per month. This was advertised as a 2-bedroom flat.
16. The Tenant informed the Tribunal that he had not been paying the full rent, holding some money back to reflect the damp and mould problems.

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

17. 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.
18. 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 either party are not relevant to this issue.
19. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in

Horsham, 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 would be £1,000 per month.

20. Using its experience the Tribunal decided that this rent should be adjusted by £15 per month to reflect the Tenant's provision of curtains and £40 per month to reflect the problems associated with condensation and mould growth.
21. 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

22. 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 £945 per month.
23. The Tribunal directed that the new rent of £945 per month should take effect from 25th 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 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.