



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

**Case Reference** : **CHI/00HC/MNR/2023/0047**

**Property** : **2 Millers Rise  
Worle  
Weston-super-Mare  
Somerset  
BS22 7SS**

**Applicant Tenant** : **Ms L Vanderstock**

**Representative** : **None**

**Respondent Landlord** : **Hakajole Ltd**

**Representative** : **Mr J Whitehouse**

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

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

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

**Date of Decision** : **4<sup>th</sup> May 2023**

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**DECISION**

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## **Summary of Decision**

1. On 4<sup>th</sup> May 2023 the Tribunal determined a market rent of £760 per month to take effect from 15<sup>th</sup> April 2023.

## **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 30<sup>th</sup> January 2023 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £820 per month in place of the existing rent of £715 per month to take effect from 15<sup>th</sup> April 2023. The notice complied with the legal requirements.
4. On 10<sup>th</sup> March 2023 the Tenant applied to the Tribunal 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 specifically requested by the parties or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued directions on 22<sup>nd</sup> March 2023 informing the parties 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. Both parties submitted detailed papers by the specified dates setting out their respective cases. The papers were also copied to the other party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 4<sup>th</sup> May 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 modern end-terrace house situated within a cul-de-sac of similar properties on the northern side of Worle, about 1 mile from the centre of the town and within reasonable distance of all main amenities.
10. The accommodation is described as including a Living Room and Kitchen at ground level with 2 Bedrooms and a Bathroom with WC at first floor level. Outside there are gardens to front and rear but no off-street parking.
11. The property appears to be of cavity construction with brick elevations under a pitched and tiled roof. Windows are double glazed and there is gas-fired central heating. The Energy Performance Rating is 'C'.

## **Submissions**

12. The initial Tenancy began on 15<sup>th</sup> April 2021. The Landlord states that carpets, curtains and a cooker are provided and that the kitchen fittings are 15 years old.
13. The Landlord seeks to increase the rent 1% above the increase in the Retail Price Index as specified in the Tenancy Agreement and suggests to the Tenant that the rent is below the level of market rents in the area which range from £875 per month to £1,000 per month.
14. The Tenant states that she supplies the curtains together with all white goods and that she has replaced one threadbare carpet. Ms Vanderstock also provided details of similar properties to rent in the area at rents between £800 and £850 per month.
15. Both parties made submissions relating to the past management of the property and various repair issues. The Tribunal is required to assess the rental value of the property as at today's date.
16. The Tribunal found that there are issues with 'blown' glazing units, old carpets, black mould growth, some disrepair including a condemned gas fire and that the tenant had replaced a broken washbasin which should have been a repair by the Landlord. The Tribunal concluded, in the absence of an inventory, that the curtains are most likely provided by the Tenant.

## **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 to 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 the Parties 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 Worle and Weston-super-Mare, 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 £900 per month.

20. However the Tribunal decided that the following adjustments should be made to the 'open market' rental figure to take account of the issues raised by the Parties.:

Tenant's provision of white goods	£30
Defective seals to double glazing	£30
Old carpets	£30
Tenant's provision of curtains	£20
Disrepair including mould growth and condemned gas fire	£20
Tenants replacement of washbasin	<u>£10</u>
TOTAL per month	£140

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 £760 per month.
23. The Tribunal directed that the new rent of £760 per month should take effect from 15<sup>th</sup> April 2023, 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](mailto: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.