



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

Case reference : CHI/00HA/MNR/2023/0077

Property : 5 Tiledown, Temple Cloud,
Bristol, BS39 5DW

Applicant Tenant : Miss A Scott

Representative : None

Respondent Landlord : Curo Places Limited

Representative :

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

Tribunal member(s) : Mrs J Coupe FRICS
Mr S Hodges FRICS
Mr M Woodrow MRICS

Date of decision : 16 June 2023

REASONS

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Decision of the Tribunal

On 16 June 2023 the Tribunal determined a Market Rent of £230.48 per week, inclusive of service charges, to take effect from 3 April 2023.

Background

1. By way of an application received by the Tribunal on 29 March 2023 the Applicant tenant of 5 Tiledown, Temple Cloud, Bristol, BS39 5DW (“the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent landlord of the property under Section 13 of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 20 February 2023, proposed a new rent of £134.64 per week in lieu of a passing rent of £125.83 per week, to take effect from 3 April 2023. An additional fee of £2.33 per week was proposed for service charges.
3. The tenant occupies the property under an Assured Weekly Tenancy agreement with a commencement date of 23 October 2017. A copy of the tenancy agreement was provided.
4. On 25 April 2023 the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on papers unless either party objected, in writing, within 7 days. The parties were also advised that no inspection would be undertaken. No objections were received.
5. The Directions required the landlord and tenant to submit their completed statements to the Tribunal by 9 May 2023 and 23 May 2023 respectively, with copies to be sent to the other party. Both parties complied.
6. Having reviewed the application the Tribunal concluded that the matter was capable of being determined fairly, justly and efficiently on the papers, consistent with the overriding objective of the Tribunal.
7. These reasons address in **summary form** the key issues raised by the parties. They do not recite each and every point referred to in submissions. The Tribunal concentrates on those issues which, in its view, go to the heart of the application.

Law

8. In accordance with the terms of Section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy.

9. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenants' improvements and any decrease in value due to the tenants' failure to comply with any terms of the tenancy.

The Property

10. In accord with current Tribunal policy, the Tribunal did not inspect the property but did view it externally from publicly available online platforms.
11. The property is a two-storey semi-detached house of rendered cavity masonry construction with a tiled roof, believed to have been built in or around 1945. The property is located in an established residential area, close to open countryside and convenient for Bristol and Bath.
12. The accommodation comprises – Ground floor: hall, living room, dining room, kitchen, wet-room. First floor - two double and one single bedrooms and bathroom. There is a garden and off-road parking.
13. The property has gas central heating and double glazing. White goods, carpets and curtains are provided by the tenant.
14. Having consulted the National Energy Performance Register online, the Tribunal noted the property to have an expired Energy Performance Certificate (EPC) Rating of C and a floor area of 85m².

Submissions – Tenant (summarised)

15. The tenant stated that the landlord has failed to meet their obligations regarding repair and maintenance of the property and vermin control. By way of example, although not limited to the following, the tenant referred to the property as thermally inefficient, cold and damp, with inadequate heating and with outstanding works of repair and maintenance.
16. By way of evidence the tenant submitted a series of photographs and a report titled "Cheese Project Survey 2" dated 12 January 2023.
17. The tenant stated that she receives no benefit from the service charges payable as part of her rent.
18. No comparable evidence was submitted.

Submissions – Landlord (summarised)

19. The landlord listed a number of improvements undertaken to the property since 2015 which included a roof replacement; kitchen replacement; work to the bathroom and wet-room; new boiler and a window replacement.
20. The landlord referred to previous litigation between the parties to which the Tribunal has no regard in determining the open market rent.

21. Service charges, payable within the rent, comprise nominal amounts for grounds/tree maintenance and management charges.
22. A stock condition survey of the property, dated 22 June 2021, was provided.
23. The proposed rent increase accords with the Government's published maximum rental increase cap of 7%.
24. No comparable evidence was submitted.

Determination

25. The Tribunal determines a market rent for a property by reference to rental values generally and, in particular, to the rental values for comparable properties in the immediate locality. The Tribunal has no regard to the current rent and the period of time which that rent has been charged, nor does it take into account the percentage increase which the proposed rent represents to the passing rent. In addition, the legislation makes it clear that the Tribunal is unable to account for the personal circumstances of either the landlord or the tenant. Furthermore, the Tribunal is determining an **open market rent as opposed to a social housing provider rent**.
26. The Tribunal assesses the rent for the property as at the date of the landlord's Notice. The Tribunal disregards any improvements made by the tenant but has regard to the impact on rental value of disrepair which is not due to a failure of the tenant to comply with the terms of the tenancy.
27. In the first instance, the Tribunal determined what rent the landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition that is considered usual for such a market letting.
28. Neither party submitted any comparable evidence for consideration. Accordingly, the Tribunal relied upon its own expert knowledge as a specialist Tribunal and, in doing so, the Tribunal determined that a figure in the region of £271.15 per week (£1,175 per month) is reasonable.
29. Once the hypothetical rent was established it was necessary for the Tribunal to determine whether the property meets the standard of accommodation, repair and amenity of a typical modern letting. In this instance the Tribunal determined that the subject property falls short of the standard required by the market. The property requires some general repair and maintenance, the accommodation is tired and the carpets, curtains and white goods are provided by the tenant.
30. In reflection of such differences, the Tribunal make a deduction of 15% from the hypothetical rent to arrive at an adjusted open market rent of £230.48 per week.

31. The tenant made no submissions to the Tribunal in regard to delaying the effective date of the revised rent on grounds of hardship. Accordingly, the rent of **£230.48 per week, inclusive of service charges, will take effect from 3 April 2023**, that being the date stipulated within the landlord's notice.
32. The rental figure determined by the Tribunal exceeds that proposed by the landlord. Such figure is the maximum rent payable. However, the landlord is under no obligation to charge the full amount.

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 by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
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.