



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

Case Reference : **CHI/19UJ/MNR/2023/0110**

Property : **189 Brandy Lane
Chiswell
Portland
Dorset
DT5 1AP**

Applicant Tenant : **Mr M Adams**

Representative : **None**

Respondent Landlord : **Mr P Sammels**

Representative : **None**

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

Tribunal Members : **Mr I R Perry FRICS
Mr M J F Donaldson FRICS MCI Arb
MAE
Mr M C Woodrow MRICS**

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

Date of Decision : **22nd June 2023**

DECISION

Summary of Decision

1. On 22nd June 2023 the Tribunal determined a market rent of £850 per month to take effect from 7th 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 1st March 2023 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £900 per month in place of the existing rent of £600 per month to take effect from 7th April 2023. The notice complied with the legal requirements.
4. On 3rd April 2023 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 19th May 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 papers by the specified dates very clearly 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 22nd June 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 19th Century listed inner-terraced house fronting directly onto a narrow road within a residential area of mixed dwellings close to the beach on the Isle of Portland. Shops providing day to day needs are nearby and further amenities are available in Weymouth about 4 miles distant. It appears to be built of solid masonry construction with stone faced elevations under a slate roof.
10. The house adjoins a boarded-up property and Brandy Lane has limited vehicular access.

Submissions

11. The original tenancy started on 7th June 2015 when some items of furniture were included.
12. The Tenant initially describes the property in the Application Form as being a terraced house with accommodation comprising a living room/open plan kitchen, bathroom and two bedrooms. It is stated that there is no garden.
13. The Landlord describes the property as including a lounge, kitchen/diner with access to a yard, bathroom and two bedrooms. He also states that the property has gas central heating, double glazing, carpets, curtains, a washer dryer, cooker, dishwasher but no fridge.
14. The Landlord states that the property was completely refurbished in 2015 just before the Tenant took occupation, and that some furniture was included.
15. The Landlord states that he has spoken to a local lettings agent who suggested a current rent of up to £995 per month. He also provided a floorplan of the property which shows the accommodation as comprising a sitting room, kitchen/dining room and bathroom all at ground level with two bedrooms above.
16. The Landlord also provided comparable properties on Portland advertised at rents between £900 and £950 per month.
17. In his submission to the Tribunal the Tenant describes the accommodation differently as comprising a lounge, kitchen and bathroom all at ground floor level with a boxroom and main bedroom above.
18. The Tenant states that the double glazing is only partial, and this is supported by photographs, that no carpets are included, but a fridge and cooker are provided.
19. The Tenant lists several repair issues including some dampness and resultant mould, defective windows, poor insulation, poor decoration to windows and damaged decorations from old roof leaks as evidenced by photographs provided. He states that one of the adjoining houses is derelict which he considers may be causing some of the damp issues.
20. The Tenant also provides details of properties to rent in Portland and Weymouth at asking rents from £700 per month to ££900 per month.

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

21. 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.
22. 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.
23. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values on Portland and in the Weymouth area 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 £950 per month. The Tribunal does not consider that the provision of any furniture would have any material effect on the rent achievable.
24. However, the property is not let in a condition that would be normal for an open market letting so some adjustments to this full rent need to be made.
25. Using its experience, the Tribunal decided that the following adjustments should be made:

Tenant's provision of floorings	£30
General condition	£70
	—————
TOTAL per month	£100

26. 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

27. 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 £850 per month.
28. The Tribunal directed that the new rent of £850 per month should take effect from 7th 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 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.