



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

Case Reference : **CHI/00HP/MNR/2023/0131**

Property : **1 Loewy Crescent
Poole
Dorset
BH12 4PQ**

Applicant Tenant : **Mr James Peter Andrew**

Representative : **None**

Respondent Landlord : **Worldwide Property Establishment**

Representative : **Centreland LLP**

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

Tribunal Members : **Mr D Jagger MRICS
Mr S Hodges FRICS
Mr J Reichel BSc MRICS**

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

Date of Decision : **10th July 2023**

DECISION

Summary of Decision

1. On 10th July 2023 the Tribunal determined a market rent of £910 per month to take effect from 1st May 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 14th 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 £398.66 per month to take effect from 1st May 2023. The notice complied with the legal requirements.
4. On 24th April 2023 the Tenant appealed 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 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 30th 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 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 7th July 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 an end-terraced house in an area of similar style properties about 5 miles northeast of the centre of Poole and 5 miles northwest of the centre of Bournemouth.
10. The house is said to date from the 1950's with accommodation comprising a Living Room and Kitchen at ground level, and 3 Bedrooms and a Bathroom at first floor level. There are gardens front and rear but no parking space.

Submissions

11. The initial tenancy began on 18th February 1956 when the property was first built and let to Mr John Andrew. Mr James Andrew is the present Tenant by succession.

12. It is understood that the houses in Loewy Crescent were originally built to house key workers for a nearby factory.
13. The Landlord's Agent provided helpful photographs of the property and states that double glazing was installed in 2023, the property was rewired in 2022, gas central heating was installed in 2018. Carpets or curtains are provided by the tenant.
14. The Landlord's Agent also refers to 2 other houses namely 27 and 30 Loewy Crescent which had previously been let at £830 per month on the 30th May 2018 and £920 per month on the 8th February 2020 but advises that both have now been sold and states that she would have expected rents to rise in line with the average increase across the UK.
15. The Tenant states the property to be in good condition and the bathroom was converted to a wet room in 2005 by the tenant. The tenant provided carpets and curtains and there are no white goods.
16. There is no Energy Performance Rating for the property.

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 the Tenant 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 Poole and Bournemouth 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 £1,300 per month.
- 20. However, the property is not let in such a condition as would command this full rent and the Tribunal needs to make some adjustment to this full rent to allow for the condition of the property and the letting terms.
- 21. The Tribunal now needs to adjust this rent to allow for the internal condition of the property and tenancy provisions. The Tribunal has considered very carefully

both parties' submissions and using its own expertise, considers that a deduction of 30% (£390) should be applied for lack of white goods, tenant's responsibility for internal decorations, tenants' provision of carpets and curtains, dated kitchen fittings and tenants replacement of previous dated bathroom. This reduces the rental figure to £910 per month. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

22. 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

23. 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 £910 per month.
24. The Tribunal directs that the new rent of £910 per month should take effect from the 1st May 2023, this being the date specified in the Notice.
25. 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.

D Jagger MRICS Valuer Chair

10th July 2023

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.