



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

Case reference : **CAM/26UE/MNR/2022/0113**

Property : **Cottage B, Metropolitan Police
Sports Ground, Bushey,
Hertfordshire, WD23 2TR**

Applicant : **Melody Rowley**

Respondent : **Metropolitan Police Bushey Sports
Club Limited**

Represented by : **SA Law**

Type of application : **Section 14 of the Housing Act 1988
Determination of market rent
payable.**

Tribunal member(s) : **Mary Hardman FRICS IRRV(Hons)**

Date of decision : **17 May 2023**

DECISION

Decision:

1. The Tribunal determined a rent of **£1350** per calendar month to take effect from 17 May 2023.

Reasons

Background

2. The Landlord served a notice in the prescribed form but undated and unsigned proposing a new 'rent' of £1500 per calendar month to be effective from 1 December 2022. On 28 November 2022 the tenant referred the Notice to the Tribunal. This was in lieu of the previous rent of £1200 per month.
3. The tribunal wrote to the landlord, copied to the tenant on 14 December 2022 stating that the application had been referred to a Tribunal procedural chair and that the chair's preliminary opinion was that it may not have jurisdiction to consider the matter because the landlord's notice proposing the new rent may be defective as it wasn't signed or dated.
4. The landlord replied on 20 December 2022, submitting that the notices were served under cover of a signed and dated letter of 20 October 2022, which they provided. It was their position that the notices were effectively signed and dated when taking into account the covering letter. They referred the tribunal to *Stidolph v American School in London Educational Trust (1969) 20P. & C.R. 802*, where they said it was held that 'where an unsigned notice accompanied by a signed covering letter stating from whom it came would be sufficient' (sic). In *Falcon Pipes v Stanhope Gate Property (1967) 204 E.G. 1243* it was held that where a notice was undated it was valid in any event and they referred to *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd [1997] UKHL 19* which relates to defects in both contractual and statutory notices. They submitted that the 'well known principle from Mannai is that minor defects will not necessarily invalidate the notice if the reasonable recipient, with knowledge of the factual and contextual background, would not be perplexed by the error'.
5. They also referred the tribunal to *Pease v Carter [2020] EWCA Civ 175* in which the Court of Appeal considered a s8 Housing Act Notice which is required to be given in a statutory form but which included the incorrect date for expiry within it, a worse default they suggested than that in the instant case and concluded that it was still a valid notice.
6. The landlord served a further s13 notice on 21 December 2022 proposing a new 'rent' of £1500 per calendar month to be effective from 1 February 2023 and on 23 January 2023 the tenant referred this Notice to the Tribunal. This was in lieu of the previous rent of £1200 per month.
7. On 30 January 2023 the tribunal queried the application as to whether the intention was that the later notice superseded the earlier notice and on 2 February 2023 the landlord replied to say that they would be content with the two applications to be joined. They did not believe that the previous application had been superseded and remained to be determined.

8. The tenant submitted that the s13 notice was invalid because it was not signed and dated.
9. Parties were requested to complete a pro forma supplying details of the accommodation on a room-by-room basis, the features of the property (central heating, white goods, double glazing, carpets and curtains) and other property attributes and any further comments that they may wish the tribunal to take into consideration. This could include any repairs and improvements that had been made, any comments on the condition of the property and rentals of similar properties – should they wish to rely on these.
10. They were invited to include photographs and were informed that the Tribunal may use internet mapping applications to gather information about the location of the property and may inspect externally.
11. The determination would take place based on the submissions from both parties unless either party requested a hearing. Evidence was submitted by the landlord or the tenant. There was no request for a hearing.

The Property

12. The tribunal inspected the property on 5 September 2022. The tenant was present at the inspection. This was following an earlier application which was struck out as the tribunal found that it did not have jurisdiction as the notice was invalid.
13. The property is a three bedroomed semi-detached house set within the grounds of the Metropolitan Bushey Events and Sports Venue.
14. The accommodation comprises a living room, kitchen and wc to the ground floor and three bedrooms and bathroom to the first floor. The floor area is said to be 87m².
15. There is a garage and off-road parking and gardens to the front and rear.
16. Heating is via central heating and the property has double glazing, both of which were provided by the landlord. Some of the units are blown.
17. The kitchen and bathroom are probably the original fittings and fixtures and the kitchen units are mismatched. The ground floor toilet appeared to be in need of repair.
18. Access to the property is across the car park to the Metropolitan Police Sports Club and this is one of a pair of semi-detached houses in this location.

The Tenancy

19. The Tenancy commenced as a contractual Assured Shorthold Tenancy for a fixed term of 12 months from 1 October 2017. A copy of the original agreement was provided. From 1 October 2018 a statutory tenancy on the terms of the written agreement appears to have arisen. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations

The Law

20. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic tenancy-
 - (a) 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 rent) are the same as those of the subject tenancy
21. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall disregard –
 - (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
 - (c) any reduction in the value of the dwelling-house due to the failure of the tenant to comply with any terms of the subject tenancy.

Representation – Landlord

22. The landlord completed the pro forma confirming details of the accommodation as set out above.
23. In terms of comparables they referred to undertaking a search on Rightmove for 3 bedroomed houses in 'Bushey only' on 13 March 2023. This showed 9 properties where a let had been agreed. They undertook a further search on 15 March 2023 of 3 bedroomed houses in 'Bushey Heath only' which showed 2 properties, including one where a let had been agreed.
24. The closest of these to the property (0.9 miles) , described by the agents as a ' gorgeous three bed semi-detached' had an asking rent of £2000 per month whilst the next closest (1 mile) had an asking rent of £1575 per month. The remainder ranged from 1.1 miles to 3 miles away

ranged from £1695 (asking rent) to £2,350 (asking rent). Print outs from Right Move were provided with photographs and brief details of the property but there was no commentary on how comparable these properties were beyond the distance from the subject property.

25. They said they had spoken to some local estate agents as to the appropriate market rent for the property prior to serving the rent increase notice. Friends Estate Agents had advised that as a minimum 3-bedroom properties were started at least £1500 per month and potentially increasing to much higher taking into account the size location facilities of the property. £1500 per month was also lower than all of the properties on Right Move.
26. Cottage A – the adjoining property – were paying a rent of £1500 pcm.
27. With regard to the tenants comments they could not comment on the improvements that the tenant said they had made nor on the works done to the property and whether the tenant had authority to undertake them as the employee had left the company.
28. The current management had been in place since November 2019 and during that time had never refused to undertake works which they considered their responsibility, nor would the tenant have been expected to undertake such works.
29. The landlord also believed that it had undertaken works which it was not obliged to do, or to pay for, but that they did to ensure good estate management, and sometimes as a gesture of goodwill. Recent example was that it had arranged for a wasp's nest to be removed. Such requests were turned around promptly
30. In terms of location, they felt that it was a very positive aspect of the property and in terms of events said that there were only 2 major events (Bonfire Night and Bushfest) a year. There were smaller scale events such as weekly indoor tribute nights with a capacity for up to 200 people but the landlord did not believe these were comparable to the two major annual events held in the grounds.

Representations – Tenants

31. The tenant provided details of the accommodation which confirmed that provided by the landlord.
32. They said that the property was in very poor decorative condition when they first took tenancy. They had full permission from the landlord at the time to decorate and repair the property.
33. They had carried out a number of improvements to include
 - wallpapered all the walls

- painted all skirting boards and door frames which were in very poor condition
 - installed bath taps (none at commencement of the tenancy)
 - laid lino in the bathroom
 - repaired the hot water tank (there was no hot water at the start of the tenancy)
 - installed missing light bulbs and light switches
 - installed locks to back door (could not previously be secured)
 - restored and reseeded the garden (which the start of the tenancy was largely bare earth, full of holes and had been used as public toilet)
 - employed pest control to remove large wasp's nests and dealt with squirrel infestation
34. Currently they said the state of the property was
- Double glazed unit were blown in the majority of rooms
 - Outdated bathroom with poor water pressure
 - Drafts in front room from fireplace and broken vent
 - radiator in the hallway upstairs defective and needs constant bleeding
 - old back boiler installed in the property - landlord has said he will not update without increasing the rent
 - ground floor toilet broken and unusable
 - broken toilet lock and broken side door
 - poorly adapted plugs which run off other plugs in the same room
 - No fire alarm
 - Overgrown trees in the garden and abutting the fences
 - front door does not lock easily and is difficult to unlock at times
 - garage door is broken comes off its rollers and often half falls
 - poor pointing to brickwork and usually swarmed with ants
 - tap corroding in kitchen
 - kitchen cupboards are unmatched and falling apart
 - drains overflowing at times leaving garden covered in faeces and human waste
 - No insulation or boarding in the loft
35. Visitors were required to pay parking fees
36. There were events every weekend, weddings, sporting events, festivals that went on until midnight with attendees loitering in the car park antisocially until 1:00 AM
37. Local sporting clubs also frequent the playing fields and car park from early hours (7 am) being extremely loud and the club had many members who frequented daily. Most events caused obstruction to the property with attendees blocking the driveway.

38. Film crews also lease the car park and turn up late at night, use machinery, lighting etc. They could be there for days making loud noises and obstructing or preventing residents and visitors access into the house.
39. In addition, a coach company leased some of the car park nearest property, running coaches from 5am and often leaving bins overflowing and causing rubbish to blow onto the driveway. Coaches were also left parked obstructing access.
40. The car park was the only entrance to the property and was often very busy with the local secondary school next door from the early hours and members of the Metropolitan gym.
41. There were numerous incidents of anti-social behaviour which she had evidenced via photographs and video footage which included groups of men urinating against the back fence, traffic outside her driveway blocking the drive, build-up of rubbish which encouraged vermin, lights from the movie trailer company who rent the car park which were on for days.
42. The Applicant felt that the current landlord had no respect for the tenants or their right to a peaceful tenancy and she had at times felt threatened and harassed whilst trying to live problem free at the property.
43. The Applicant had found it difficult to find comparables and said that the only similarly situated property was Cottage A. The properties referred to by the landlord were not comparable as the location of North Bushey – where the property was located – was very different from Bushey Heath which was much sought after.
44. However, she felt that for the reasons given the property would not be worth £1500 even elsewhere in another part of the area.

Determination

Validity of s13 notice

45. The tribunal has had regard to submissions on behalf of both the landlord and the tenant and on balance, is persuaded by the landlord's argument that the that the tribunal had jurisdiction on the basis that the s13 notice, accompanied by the signed and dated letter of 20 October 2022 was valid. The later notice of 21 January 2023 would therefore have no effect, as being invalid as served within 12 months of the previous notice.

Market Rent payable

46. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. It does not take into account the present 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 existing rent.
47. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the landlord or the tenant in arriving at the market rent.
48. The Tribunal assesses a rent for the Property as it is on the day of the hearing disregarding any improvements made by the tenant but taking into account the impact on rental value of any disrepair which is not due to a failure of the tenant to comply with the terms of the tenancy.
49. The Tribunal has reviewed the comparables provided by the landlord. It accepts that, whilst most are asking rents rather than agreed rents, they all exceed the proposed rent of £1500, albeit one of the closest by only £75 per month. It also accepts that Bushey is an area with high demand for rented housing. high house prices and that therefore rents reflect this.
50. With respect to the claim made by the tenant in respect of the work that she had done to the property prior to the current management being in place the Tribunal accepts her submission. However, having inspected the property it did not find it to be in significant disrepair although that does not mean that the tribunal does not accept that there are repairs required to bring it up to the standard expected of a modern rental.
51. Having inspected the property and viewed the photographs and videos submitted by the tenant it also accepts that the location of the property and the immediate vicinity, create issues for a tenant. It is situated at the far end of the car park for a commercial property with access across the car park and parking of private and commercial vehicles.
52. The landlord indeed accepts that whilst there are only two ‘major’ events a year there are smaller scale events including weekly tribute nights with up to 200 people. It is not clear how the tribunal is intended to interpret the landlord’s belief that these cannot ‘be comparable’ to the two major events – other than the latter are on a very significant scale.
53. Taking all of this into account the Tribunal is of the view that the open market rent of the property, reflecting the location as at 1 December 2022 is £1500 per month. From this it then makes a deduction to account for the work undertaken by the tenant, the disrepair and the

lack of white goods of £150 to arrive at an open market rent of the subject property of **£1350** per month.

54. Section 14(7) of the Housing Act 1988 gives the tribunal discretion to determine the date the rent where backdating the rent to the beginning of the new period specified in the notice would cause undue hardship to the tenant. The Tribunal is satisfied that this would be the case and the rent of £1350 per month takes effect from 17 May 2023, the date of this decision.

Mary Hardman FRICS IRRV(Hons)
Regional Surveyor

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).