



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

Case Reference : **CHI/29UN/MNR/2023/0153**

Property : **Flat 2
30 Norfolk Road
Cliftonville
Margate
Kent
CT9 2HY**

Applicant Tenant : **Ms N R Ankers**

Representative : **None**

Respondent Landlord : **Mr P Burrowes**

Representative : **Martin Tolhurst Solicitors**

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

Tribunal Members : **Mr I R Perry FRICS
Mr N I Robinson FRICS
Mr M C Woodrow MRICS**

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

Date of Decision : **7th August 2023**

DECISION

Summary of Decision

1. On 7th August 2023 the Tribunal determined a market rent of £815 per month to take effect from 21st July 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 30th May 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 £550 per month to take effect from 21st July 2023. The notice complied with the legal requirements.
4. On 2nd June 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 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 5th July 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 August 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 ground and basement level flat in a converted 4-storey Edwardian House, previously used as a hotel. The property is within an established residential area of Margate, a short walk from Margate beaches.
10. All main amenities are available within Margate.
11. The accommodation is described as including a Living Room/Kitchen/Dining Area at ground and basement level with a door opening to a small courtyard. At ground level from the front of the building there are 2 bedrooms and a Bathroom. There is no off-street parking.

Submissions

12. The initial Tenancy began on 21st November 2018. The Tenant installed a glass screen to the Shower and painted the Courtyard.
13. On 25th October 2022 the property was affected by flood damage from the flats above. The Landlord arranged for alternative accommodation for the Tenant from 27th November 2022 to 23rd March 2023. The Tenant says that all repairs have not been completed but they had to move back in as the alternative accommodation was no longer being funded.
14. In the past the Tenant has also assisted in obtaining quotes for, and actually facilitating the fitting of double-glazed windows.
15. The property now has gas-fired central heating and double-glazed windows, the ground floor is carpeted but the lower floor is only partly carpeted. The Landlord's Agent says that white goods are provided by the Landlord. The bathroom and kitchen are both about 15 years old. The Tenant provides curtains.
16. The Tenant's submission includes photographs showing the absence of floor coverings at the lower level and all belongings at the lower level raised off the damp floor. On 19th July 2023 high moisture readings are also noted in the floors at the lower level.
17. The Tenant says that a fridge and washing machine are not provided by the Landlord.
18. The Tenant also says that in accordance with clause 6.6 of her tenancy agreement she should not be obliged to pay any rent.

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

- 19. 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.
- 20. The Tribunal cannot decide whether, in accordance with the lease, or not any rent is payable, nor can it decide what rent should have been payable when the Tenant was in alternative accommodation.
- 21. 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 at the date it makes its decision. In this case on 7th August 2023. The personal circumstances of the Parties are not relevant to this issue.

22. Having carefully considered the representations from the parties and associated correspondence, and using its own judgement and knowledge of rental values in Margate, 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.
23. However, the property is not let in a condition that is usual or expected for an open market letting. The Tribunal needs to reflect the Tenant's provision of some white goods and curtains and the lack of any flooring to the lower accommodation.
24. Using its experience, the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods, 2 items	£20
Tenant's provision of curtains	£15
Lack of suitable flooring at lower level	£50

TOTAL per month	£85

25. 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

26. 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 £815 per month.
27. The Tribunal directed that the new rent of £815 per month should take effect from 21st July 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.