



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

Case Reference : **CHI/24UL/MNR/2023/0180**

Property : **47 Pavilion Road
Aldershot
Hampshire
GU11 3NX**

Applicant Tenant : **Mr B D Dougherty**

Representative : **None**

Respondent Landlord : **Long Term Investments (PRS 1)**

Representative : **Lifespace**

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
Mr M C Woodrow MRICS**

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

Date of Decision : **4th September 2023**

DECISION

Summary of Decision

1. On 4th September 2023 the Tribunal determined a market rent of £186.92 per week to take effect from 18th September 2023. This equates to £810 per month.

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 11th July 2023 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £184.61 per week, equating to £800 per month, in place of the existing rent of £170 per week, equating to £736.66 per month, to take effect from 18th September 2023. The notice complied with the legal requirements.
4. On 20th July 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 11th August 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. The Tenant submitted papers by the specified dates which were also copied to the other party. Neither the Landlord nor his Agent made any submission.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 4th September 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 bay fronted mid-terraced house in an area of similar style properties on the western side of Aldershot. The house dates from the Edwardian era and is built of solid masonry construction with a brick faced front elevation beneath a more contemporary tiled roof. There is a reasonable range of amenities within Aldershot.
10. The accommodation is described as including 2 Living Rooms, 2 Bedrooms, Kitchen, Bathroom and has gardens front and rear but no off-street parking.

11. The property has gas fired central heating and 3 of the 9 windows are double glazed. The Energy Performance Rating is 'E' and the certificate expires on 2nd May 2028.

Submissions

12. The Tribunal were not provided with a copy of the original tenancy agreement.
13. The Tenant states that no white goods, carpets or curtains are included in the tenancy.
14. The Tenant also refers to several defects within the property which include defective steps down to the front garden from the street, an area of missing plaster to a bedroom ceiling and dampness beneath the bathroom window. Photographs of these issues were included in the submission.

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

- 15. 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.
- 16. 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.
- 17. Having carefully considered the representations from the parties and associated correspondence, and using its own judgement and knowledge of rental values in Aldershot, 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 £1,150 per month. Rents for residential property are normally expressed monthly.
- 18. However, the property is not let in a condition that would command such an open market rent so that several adjustments to this open market rent should be made to reflect this including the poor insulation qualities as indicated by the EPC. Using its experience the Tribunal decided that the following adjustments should be made to this full open market rent, totalling £340 per month as follows.

Tenant's provision of white goods	£30
Tenant's provision of carpets	£50
Tenant's provision of curtains	£10
General disrepair and damp	£100
Poor insulation	£50
Dated accommodation	£100
	—————
TOTAL per month	£340

19. 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

20. 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 £810 per month which equates to £186.92 per week.
21. The Tribunal directed that the new rent of £186.92 per week should take effect from 18th September 2023, this being the date 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.