



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

Case reference : CHI/00HG/MNR/2023/0058

Property : Ground Floor Flat, 30 Neath Road,
Plymouth, Devon, PL4 8TG

Applicant Tenant : Ms A Dickinson

Representative : None

Respondent Landlord : Mrs A Lovett

Representative : None

Type of application : Determination of a Market Rent
Sections 13 & 14 Housing Act 1988

Tribunal member(s) : Mrs J Coupe FRICS
Mr M.J.F. Donaldson FRICS
Mrs A Clist MRICS

Date of decision : 9 August 2023

REASONS

Decision of the Tribunal

On 9 August 2023 the Tribunal determined a Market Rent of £562.50 per month to take effect from 20 March 2023.

Background

1. By way of an application received by the Tribunal on 17 March 2023 the Applicant tenant of the Ground Floor Flat, 30 Neath Road, Plymouth, Devon, PL4 8TG (“the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent landlord of the property under Section 13 of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 10 January 2023, proposed a new rent of £650.00 per month in lieu of a passing rent of £550.00 per month, to take effect from 20 March 2023.
3. The tenant occupies the property under an Assured Shorthold Tenancy agreement with a commencement date of 20 February 2018. A copy of the tenancy agreement was provided.
4. On 28 April 2023 the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on papers unless either party objected, in writing, within 7 days. The parties were also advised that no inspection would be undertaken. No objections were received.
5. In accordance with the Directions, and further Directions dated 3 July 2023, both parties submitted representations and it is upon those representations that the Tribunal makes its determination.
6. Having reviewed both the application and parties’ submissions the Tribunal concluded that the matter was capable of being determined fairly, justly and efficiently on the papers, consistent with the overriding objective of the Tribunal.
7. These reasons address in **summary form** the key issues raised by the parties. They do not recite each and every point referred to in submissions. The Tribunal concentrates on those issues which, in its view, are fundamental to the determination.

Law

8. In accordance with the terms of Section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy.

9. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenants' improvements and any decrease in value due to the tenants' failure to comply with any terms of the tenancy.

The Property

10. In accord with current Tribunal policy, the Tribunal did not inspect the property but did view the exterior from publicly available online platforms.
11. Extracting information from the parties' submissions and with the benefit of its knowledge and experience as an expert Tribunal, the Tribunal arrived at the following conclusions and found as follows.
12. The property is a self-contained ground floor flat within a bay-fronted converted terraced house, believed to have been built around 1910, of rendered masonry construction with a slate clad roof. The property is located in an established residential area convenient for local facilities and public transport.
13. The accommodation comprises - inner hall/corridor, reception room, kitchen, bedroom and bathroom. There is no off-road parking. To the front of the property, road facing, is a small garden used exclusively by the tenant.
14. With the exception of the internal corridor and the bathroom, the property is heated by a gas fired central heating system. The property has partial double glazing. The landlord provides a cooker and a hob, with remaining white goods provided by the tenant. Carpets and net curtains are supplied by the landlord, whilst curtains are provided by the tenant.
15. The property has an Energy Performance Certificate (EPC) Rating of C and a floor area of 48m², as recorded within the National Energy Performance Register online.

Submissions – Tenant (summarised)

16. The tenant stated that the landlord has failed to meet her obligations regarding repair and maintenance, including reference to:
 - i. Broken high-level guttering causing cascading rainwater and damp ingress;
 - ii. Timber window frame/sill decay;
 - iii. Ill-fitting doors and windows; broken window sash-cords;
 - iv. Damp staining to a ceiling;
 - v. Faulty lavatory;
 - vi. Damaged and poorly fitted carpets;
 - vii. Mouldy masonry with flaking paintwork
 - viii. Broken front gate

By way of evidence the tenant submitted a series of photographs and a short video.

17. The small shower room, fitted within an understairs cupboard, provides an inadequately sized wash basin and a malfunctioning Saniflo lavatory.

18. Provision of heating is considered inadequate and none is provided within the inner corridor or bathroom. The tenant's own free-standing oil-fired radiator provides the sole source of heat to the bathroom, the lead from which creates a trip hazard.
19. The small garden area has been improved and maintained at the tenant's expense.
20. The tenant is deprived of quiet enjoyment of the property, as provided for within her tenancy agreement and was served a Section 21 Eviction Notice in February 2022, which subsequently expired.
21. In support of her application, the tenant provided details of seventeen one and two bedroom flats advertised as available to let at around the valuation date for asking prices ranging from £525.00 - £700.00 per month.

Submissions – Landlord (summarised)

22. The respondent described herself as an experienced landlord of multiple properties, who responds in a timely manner to reports of disrepair and who is fair in her dealings with tenants.
23. The tenant has a long and established record of preventing entry to tradesmen, some of whom now refuse to attend the property due to the tenant's behavior. Sourcing alternative tradesmen is proving increasingly difficult.
24. A lack of response on the tenant's part has prevented repair to the broken guttering.
25. The landlord attempted to replace the bay window with the benefit of a government assisted grant, such scheme latterly abolished.
26. The bathroom and kitchen were refurbished in 2013. New shower components were fitted in 2013.
27. Heating within the shower room is neither practical due to the size of the room, nor necessary as the room is located in the centre of the house which is the warmest area. Furthermore, there are no external walls and the room is located above a kitchen below.
28. The tenant enjoys exclusive use of outside space.
29. In support of the proposed rent, the landlord relied upon a 'Best Price Guide' prepared by Your Move letting agents for the period 19 March 2020 – 19 June 2023, within 0.25 miles of the subject property. The guide listed four one-bedroom flats as 'Let agreed' on various dates between December 2022 and May 2023. Three of the flats were advertised at an asking rent of £700.00 per month and the fourth at an asking price of £750.00 per month.

30. The landlord further relied upon a landlord's reference from Your Move dated 5 July 2023, a series of messages between the landlord and tenant regarding maintenance issues, and statements from neighbouring tenants concerning the tenant's alleged behavior.

Determination

31. The Tribunal found as a matter of fact that the notice served by the landlord was a Notice under section 13 of the Act as prescribed by statute.
32. The Tribunal determines a market rent for a property by reference to rental values generally and, in particular, to the rental values for comparable properties in the immediate locality. The Tribunal has no regard to the current 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 passing rent.
33. The legislation makes it clear that the Tribunal is unable to account for the personal circumstances of either the landlord or the tenant in determining the rent.
34. The Tribunal assesses the rent for the property as at the date of the landlord's Notice, whilst ignoring any market increase or decrease since such date and on the terms of the extant tenancy. The Tribunal disregards any improvements made by the tenant and to such end ignores the garden enhancement, but has regard to the impact on rental value of disrepair which is not due to a failure of the tenant to comply with the terms of the tenancy.
35. Any allegations of anti-social behavior have no bearing on the market value of the property as determined under statute and, accordingly, are disregarded in this determination.
36. In the first instance, the Tribunal determined what rent the landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition that is considered usual for such a market letting.
37. In doing so, the Tribunal considered the comparable evidence relied upon by both parties and concluded that it preferred the tenant's submissions.
38. The tenant provided a basket of seventeen comparables, a number of which were listed at asking prices in excess of the rent sought by the landlord. The Tribunal found such an approach to be balanced and demonstrated unbiased research of the market.
39. By comparison, the landlord relied upon four comparable asking prices, each at an asking price above the rent sought in this matter and, despite forming part of a Best Price Guide with search parameters over three years and within a quarter mile radius, the guide failed to include any of the seventeen comparables identified by the tenant.

40. Furthermore, the Tribunal finds it difficult to conclude that a professional letting agent (Your Move) with access to Rightmove could only source four comparable properties at the relevant date and each at an asking price in excess of the rent sought, leading the Tribunal to question whether, for whatever reason, alternative comparables were omitted from the landlord's submissions.
41. Having considered the parties' comparable evidence and weighing such evidence against its own knowledge and experience as a specialist Tribunal, the Tribunal determined the reasonable rent to be £625.00 per month.
42. Once the hypothetical rent in good condition was established, it was necessary for the Tribunal to determine whether the property meets the standard of accommodation, repair and amenity of a typical modern letting.
43. In this instance the Tribunal determined that the subject property falls short of the standard required by the market.
44. The Tribunal finds common ground between the parties that the property is in want of some general repair and maintenance. Irrespective that the landlord intended replacing the bay window under a subsequently withdrawn government grant, and that the landlord's own correspondence with the tenant dated 3 December 2021 showed an intent to carry out the remedial works, the repairs to the window, as at the valuation date, remained outstanding.
45. The landlord attributes any failure to carry out repairs to an alleged refusal to grant access on the tenant's part. However, with the exception of two emails dated 24 April 2023 and 15 May 2023 sent by the landlord and to which the landlord stated she received no reply, the Tribunal found no evidence within the landlord's submissions to corroborate the assertion that access had either been denied by the tenant or that tradesmen had previously been verbally abused whilst in attendance.
46. In regard to the issues of mouldy and flaking painted masonry and a broken garden gate, the Tribunal concludes that whilst not aesthetically pleasing, such lack of maintenance does not warrant a reduction in rent.
47. The Tribunal finds that the property has partial double glazing and that some of the white goods are provided by the tenant. The Tribunal accepts the landlord's explanation in regard to the lack of heating within the shower room.
48. In reflection of such differences, the Tribunal make a deduction of 10% from the hypothetical rent to arrive at an adjusted rent of £562.50 per month.
49. The Tribunal makes no adjustment for the tenant's assertion that she is denied quiet enjoyment of the property. The tenant is mistaken in her understanding of such term, particularly within a shared residential building.

50. The tenant referred to a number of terms in her tenancy agreement which she disagreed with. Determination on such points falls outside the Tribunal's jurisdiction.
51. The tenant made no submissions to the Tribunal in regard to delaying the effective date of the revised rent on grounds of hardship. Accordingly, the rent of **£562.50 per month will take effect from 20 March 2023**, that being the date stipulated within the landlord's 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 by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
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.