



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

Case reference : **CAM/33UG/MNR/2023/0106**

Property : **4 Vancouver Rd,
Norwich NR7 9UJ**

Applicant : **Tara Martin**

Representative : **N/A (in person)**

Respondent : **Emsar Commercial Ltd**

Representative : **Mr Chris Drummee (contractor engaged
by Respondent)**

Type of application : **Market rent determination**

Tribunal member(s) : **Tribunal Judge Stephen Evans
Mr Gerard Smith MRICS FAAV**

Date and venue of hearing : **N/A**

Date of decision : **6 October 2023**

DECISION

The Tribunal determines a rent of £750 per calendar month to take effect from 30 August 2023.

REASONS

The Property

1. The Property is a 3 bedroom, 2 storey, mid-terraced house, of approximately post war construction.

Accommodation

2. The Property comprises utility room, 2 WCs, 1 shower room, living room, kitchen, 3 bedrooms, front and back garden.
3. There is no sharing of any accommodation, no service charge, and no premium was paid.
4. Details of the current condition of the Property are set out later in this decision.

Services

5. The Property has the benefit of gas central heating and double glazing, except for the glazing next to the front entrance door.

Furnishing

6. The Property is let unfurnished.

Location

7. The Property is in a residential street of similar properties in the Sprowston area of Norwich, fairly close to the City Centre. There is no off street parking, and cars have to park partially on the pavements in the road.

The Tenancy

8. The Tenancy is a contractual Assured Shorthold Tenancy which commenced on 30 July 2018 for a term of 6 months at £675 pcm, and is presumed to have run as a Statutory Periodic Tenancy since the end of the initial term.
9. A copy of the Tenancy Agreement was provided. The Tenancy Agreement is in standard terms. The Tenant is responsible for keeping the interior clean, tidy and in the same condition as at the start of the tenancy, in by clause 9.1 thereof. There is no Schedule of Condition at the start of the tenancy, however.
10. By clause 9.6 the tenant shall not make any alteration to, addition to, or redecorate the Property without the prior consent of the landlord.

11. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations: see clause 11.5.

The Application

12. The current rent is £675.00 per calendar month, and has been since the start of the tenancy.
13. The Respondent landlord by a notice in the prescribed form dated 26 July 2023 proposed a new rent of £1100.00 per calendar month from 30 August 2023.
14. On or about 1 August 2023 the Applicant tenant referred the notice proposing a new rent to the Tribunal.
15. The referral was a determination after an inspection of the Property on 5 October 2023.

Representations

16. The Tenant made written representations saying that she had made improvements by way of replacement flooring in the kitchen, WC, Living Room, entrance, and shower room, and had retiled the kitchen.
17. Further, she complained of disrepair including cracked ceilings and damp. She also complained of the landlord's previous behaviour.
18. The Respondent landlord made written representations indicating that it had served notice requiring possession on the Applicant.
19. The Respondent landlord has provided comparable rental values for consideration.

Inspection

20. The Tribunal inspected the Property in the presence of the Applicant tenant. A representative of the landlord was also present, Mr Chris Drumme, a maintenance contractor.
21. All rooms were in poor decorative order, although there was no evidence of damaged structure/plaster, nor obvious signs of damp.
22. The Tribunal noted the following in particular:

Ground Floor Hall

23. This was very small, with the stairs to first floor directly in front. There was basic flooring laid by the Applicant in substitution to the previous laminate flooring. There was no evidence of leakage in this area at the time of inspection. The stairs had the carpet removed, and some sections

of carpet had been added to the steps by the Applicant to prevent slippage.

Ground Floor Kitchen

24. The landlord contends this room measures 4.4m x 2.5m.
25. There was evidence of historic water damage to the kickboards of the kitchen units, which units the Applicant had installed. The Applicant also pointed out tiling to the wall above the units which she had undertaken. An oven had initially been provided by the Respondent, but she had replaced it with one found on Gumtree. The dishwasher, fridge freezer and washing machine were the Applicant's white goods. The flooring was again basic wood, replaced by the Applicant in substitution to the previous laminate flooring.

Ground Floor Utility room

26. The landlord contends this room measures 2.5m x 1.4m.
27. The ceiling was boarded with plasterboard, unskimmed. This was in the area shown in the Applicant's photographs, showing historic cracking caused by alleged leakage. As with the kitchen, there was no evidence of current leakage.

Ground Floor WC

28. The hand basin was detached from the wall and not in use. The door was attached by a single hinge.

Ground Floor Living room

29. The landlord contends this room measures 5.9m x 3.4m.
30. There were wooden boards laid by the Applicant in place of the previous laminate flooring. She had also replaced the curtain pole at the rear, and removed the fireplace (which she maintained fell off).

First floor Shower room

31. The landlord contends this room measures 2.5m x 1.4m.
32. This includes the second WC. The shower had a shallow tray, which may be prone to overflowing into the utility room below.

First floor Bedroom 1

33. The landlord contends this room measures 4.1m x 3m.
34. Much of the wallpaper (but not all) had been stripped by the Applicant. Carpet had been removed by the Applicant.

First floor Bedroom 2

35. The landlord contends this room measures 3.8m x 3.3m. Decoration was poor, there was evidence of historic water ingress in the top corner of the cupboard but no other specific damage noted.

First floor Bedroom 3

36. The landlord contends this room measures 3.5m x 2.5m. Decoration was poor, but no specific damage noted.

Front and rear garden

37. The front garden is overgrown, the rear garden enclosed, laid to lawn.

External condition

38. Generally, in tired condition with the concrete lintel/brow over the kitchen window to the front showing evidence of defects.

The hearing

39. A telephone hearing had been set for 3pm on 5 October 2023, the tenant (but not the landlord) having requested the same. Given that the tenant had recently emailed the Tribunal to indicate she would soon be moving out, and given that the Tribunal is unable to decide historic issues of problems between the tenant and the landlord, but only the valuation of the market rent, the Applicant was asked at the conclusion of the inspection whether she intended to continue with the telephone hearing. The Applicant indicated that it was her birthday and she would prefer not to proceed to a telephone hearing.
40. The landlord's representative was asked to inform the Respondent that the telephone would not proceed, and a written determination would be made on 6 October 2023.

The Law

41. 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.
42. 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.

Determination

43. 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 periodic tenancy. The personal circumstances of the parties are not relevant to this issue, except in relation to the starting date for the rent, which can be determined to take effect a date later than the date specified in the notice, if undue hardship to the Tenant would otherwise be caused.
44. The Tribunal 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.
45. The Tribunal does not take into account that a notice requiring possession has been served, nor that the Applicant has written to the Tribunal to state she had secured another tenancy and will be moving out in due course.
46. The landlord produced letting details of the following Rightmove properties:

(1) Beechwood Drive NR7, 3 bedroom semi	£1100pcm;
(2) Tusting Close, NR7, 3 bedroom terrace	£1150pcm;
(3) Winstanley Rd, 3 bedroom semi	£1150pcm.
47. The Tribunal would expect the Property, in good condition, to be let on the open market in the region of £1050 per month reflecting the lack of off-road parking. However, the Property is currently in poor decorative condition, and does not present as attractive, on the findings of the inspection.
48. The Tribunal does not find the Respondent's comparables to be persuasive. 2 of them are semi-detached, and 2 have garages (Winstanley Rd & Beechwood Drive). The mid-terraced comparable (Tusting Close) has off road parking and been recently redecorated prior to letting.
49. The Tribunal would tend to agree with the Respondent's contention that a reasonable rule of thumb for rental yields is 6% to 8%, but only if the property concerned is in good internal condition. The Property here is in poor decorative condition.

50. The Tribunal disregards the Applicant's improvements as not having any effect on the value of the Property, and not being a relevant improvement. Many were borne out of necessity and were basic.

51. In all the circumstances, the Tribunal determines that that the market rent for the Property in its present condition is £750 per calendar month, to take effect from 30 August 2023. There was no argument advanced of undue hardship, and the rent we have determined is only a moderate increase on the current rent.

Caution: The Tribunal inspected the subject property for the purposes of reaching this decision. The inspection was not a structural survey and any comments about the condition of the property in this statement must not be relied upon as a guide to the structural or other condition of the property.

Name: Judge Stephen Evans **Date:** 6 October 2023.

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 either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

4 Vancouver Road, Norwich, NR7 9UJ

The Tribunal members were

Mr Stephen Evans
Mr Gerard Smith MRICS FAAV REV

Landlord

Emsar Ltd Dennis and John Bacon

Address

4 Javelin Road, Norwich, Norfolk, NR6 6HX

Tenant

Ms Tara Martin

1. The rent is:£

750.00

Per

Calendar Month

(excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is:

30 August 2023

*3. The amount included for services is/is negligible/not applicable

0.00

Per

*4. Service charges are variable and are not included

5. Date assured tenancy commenced

6. Length of the term or rental period

7. Allocation of liability for repairs

8. Furniture provided by landlord or superior landlord

9. Description of premises

Chairman

**Mr Stephen
Evans**

Date of Decision

6 October 2023