



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

**Case Reference** : **CHI/45UG/MNR/2023/0201**

**Property** : **14 Hunters Mead  
The Street  
Albourne  
West Sussex  
BN6 9DL**

**Applicant Tenant** : **Ms C Neil**

**Representative** : **None**

**Respondent Landlord** : **Mr R Hanslow**

**Representative** : **St James Lettings**

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

**Tribunal Members** : **Mr I R Perry FRICS  
Mr S J Hodges FRICS  
Mr J S Reichel MRICS**

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

**Date of Decision** : **9<sup>th</sup> October 2023**

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**DECISION**

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### **Summary of Decision**

1. On 9<sup>th</sup> October 2023 the Tribunal determined a market rent of £1,245 per month to take effect from 15<sup>th</sup> August 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 11<sup>th</sup> July 2023 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,450 per month in place of the existing rent of £1,125 per month to take effect from 15<sup>th</sup> August 2023. The notice complied with the legal requirements.
4. On 9<sup>th</sup> August 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 18<sup>th</sup> September 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. 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 on 9<sup>th</sup> October 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 semi-detached house, formerly a single storey, situated in a village about 9 miles southwest of Burgess Hill.
10. The accommodation is listed as including a Living Room, Kitchen, Bathroom and one Bedroom on the ground floor, with 2 additional Bedrooms and an en-suite Bathroom on the first floor. There are gardens to front and rear and off-street parking.

### **Submissions**

11. The Energy Performance Rating is 'E' although the Landlord claims that this should be upgraded following the first-floor extension building works.
12. The initial tenancy began in December 2017. The Landlord's Agent states that there is partial double-glazing, central heating and that carpets, curtains and a

cooker are provided, that the property was converted some 10-12 years ago. The bathroom and kitchen were renewed at around the same time.

13. The Agent provides a price comparison report from Rightmove suggesting rents between £1,400 and £1,700 per month but no evidence of actual lets agreed. An Electrical report dated 20<sup>th</sup> April 2022 is also provided which rates the electrical installation as “Satisfactory”.
14. The Tenant refers to a number of historic issues and states that the extractor fan in the first floor is defective, hot water supply is intermittent, that the Saniflow unit in the first floor bathroom needs replacing, the kitchen units are old, she has replaced a defective fridge, the oven hood in the kitchen is defective, and there are intermittent problems with lights.
15. The Tenant says she has carried out a number of repairs herself and refers to inappropriate repairs to a garden fence organised by the Landlord.
16. The Tenant provides photographs showing the poor condition of external dormer windows, missing roof tiles, the defective extractor in the kitchen, lack of insulation in first floor eaves and defective tiling in the bathroom.

## **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**

- 17. 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.
- 18. 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.
- 19. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in West Sussex 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 £1,500 per month.
- 20. However, the property is not let in a condition or on terms that would command such a rent and a number of adjustments need to be made to reflect this, not least the age and quality of the fittings.
- 21. The age and condition of some fittings and decoration is not agreed by the parties but the Tribunal accepts that the fittings are generally in excess of 10

years old and, as evidenced by the cooker extractor hood, are in need of updating.

22. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Dated bathroom, intermittent hot water and extractor fan	£50
Dated kitchen fittings	£100
General condition and lack of maintenance	£75
	—————
TOTAL per month	£255

23. 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**

24. 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 £1,245 per month.
25. The Tribunal directed that the new rent of £1,245 per month should take effect from 15<sup>th</sup> August 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](mailto: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.