



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

Case reference	:	CHI/00HX/MNR/2023/0168
Property	:	11 Bradley Road, Swindon, Wiltshire, SN2 7QB
Applicant tenant	:	Mrs B Hope
Representative	:	None
Respondent landlord	:	Residential Trust Ltd & Farnpoint Ltd
Representative	:	Mr C Eccles
Type of application	:	Determination of a Market Rent Sections 13 & 14 Housing Act 1988
Tribunal members	:	Mrs J Coupe FRICS Mr I Perry FRICS
Date of inspection & hearing	:	19 September 2023 at Swindon Combined Court, Swindon, Wiltshire, SN1 2HG
Date of decision	:	10 October 2023

REASONS

Decision of the Tribunal

On 10 October 2023 the Tribunal determined a Market Rent of £1,010.00 per month to take effect from 1 July 2023.

Background

1. By way of an application received by the Tribunal on 26 June 2023 the applicant tenant of 11 Bradley Road, Swindon, Wiltshire, SN2 7QB (hereinafter referred to as “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 30 May 2023, proposed a new rent of £1,100.00 per month in lieu of a passing rent of £650.00 per month, to take effect from 1 July 2023. The rent of £650.00 per month had commenced 1st May 2013 following an assessment by the Rent Assessment Committee.
3. The tenant occupies the property under an Assured Tenancy agreement which commenced 1 December 1995. The tenant states that initial occupation was by way of a verbal agreement and that there has been no written tenancy agreement since.
4. The Tribunal issued initial Directions advising the parties that it considered the matter suitable for determination on the papers. However, following correspondence between the parties and the Tribunal and having regard to Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 requiring the Tribunal to deal with a case fairly and justly the matter was set down for an inspection and oral hearing.
5. Directions provided for the exchange of statements of case between parties and submission to the Tribunal. Following an initial delay on the part of the tenant, full representations were ultimately submitted to the landlord.
6. These reasons address in **summary form** the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during the oral hearing. The Tribunal concentrates on those issues which, in its view, are fundamental to the application.

Law

7. 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.
8. 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

9. The property is a detached house of traditional masonry construction with rendered finish, a pitched roof clad in slates and a single storey extension. The property is believed to have been built between 1930-1945. The property is located in an established residential area overlooking a park to the rear.
10. The accommodation comprises an entrance hall, kitchen, living room and bathroom at ground floor level, and two double bedrooms, a single bedroom and a boxroom/study at first floor level. There are gardens to the front and rear. The property has a carport and a garage although the latter is inaccessible to a car and is used for storage. There is off-road parking.
11. The property has gas central heating and double glazing. White goods, carpets/floor coverings and curtains are provided by the tenant.
12. The property does not have an Energy Performance Certificate (EPC).

The Hearing

Submissions – Tenant (summarised)

13. The tenant stated that at the commencement of the tenancy the property was in a poor and neglected condition having been repossessed and left vacant for an extended period. A number of helpful photographs illustrated such condition. The tenant undertook extensive improvement throughout the property, which included, amongst others, replacing the kitchen and bathroom fittings, laying new flooring, improving light fittings, decorating throughout and garden landscaping.
14. The tenant further stated that the landlord has neglected the general maintenance and repair of the property. During the Tribunal's inspection of the property the tenant pointed out a number of defects including, but not limited to, dampness and mould, failed double glazing seals, alleged condensation, water ingress, cracked plaster, loose electrical socket, uneven floor surfaces, stiff kitchen door, overgrown ivy, broken guttering, blocked drain and a leaning fence. Such list represents a sample of the alleged defects relied upon by the tenant but is not exhaustive.
15. The tenant stated that various items of disrepair had been notified to the landlord on multiple occasions but that either inadequate remedial works had been undertaken or no works had been completed. The tenant denied the landlord's suggestion that she had refused access to the property.
16. The tenant referred to the lack of a first-floor bathroom and that the bathroom faces the front door and overlooks the carport.
17. In regard to the open ground at the rear of the property, the tenant stated that the area is used for recreational and sporting purposes on a regular basis, which interrupts her quiet enjoyment of the property and garden. She also discussed the installation of bright LED lights on the clubhouse at the far side of the park, which she finds invasive.

18. The tenant referred to the lifestyle of the neighbours and that adjacent gardens are overgrown. The tenant also raised concern as to the impact of travellers locally and that shops in the vicinity and the immediate locality are found to be littered, un-swept, run down and depressing. The tenant referred to an increase in knife crime locally.
19. In contesting the proposed rent increase the tenant relied upon online advertisements of two 3-bedroom houses available to let at asking prices of £1,300 and £1,350 per month. Two further comparables comprised 3-bedroom mid-terraced houses available at asking prices of £1,025 and £1,050 per month.

Submissions – Landlord (summarised)

20. The landlord referred to the property as being well located for central Swindon and close to public transport facilities.
21. In submissions the landlord disputed that there was any disrepair. However, having had the benefit of an inspection with the Tribunal the landlord revised his opinion at the hearing and acknowledged that a degree of general maintenance and disrepair was evident.
22. Notification of such disrepair and access to carry out notified works formed part of the cross examination between the parties.
23. The landlord accepted that following intervention by Swindon Council Housing Department in late 2019, works were undertaken in early 2020.
24. The landlord arrived at their proposed rent by assessing the open market rental value to be £1,350 per month and applying a £250 discount to reflect the tenant's original improvements and the tenant's responsibilities under a statutory assured tenancy agreement. Furthermore, following a previous Tribunal determination in 2013 where an 18.7% deduction was applied to the open market rent, the landlord applied a similar figure.
25. In support of the proposed rent the landlord relied upon a number of local 3-bedroom and 4-bedroom properties either let or advertised as available to let, with asking prices ranging from £1,300 - £1,600 per month.

Determination

26. At the time of this application and subsequent hearing the parties were engaging in additional judicial process through an alternative forum. For the avoidance of doubt, the Tribunal's determination does not stray into such arena and the Tribunal makes no findings on any such matter. The Tribunal's sole purpose in this application is to determine the appropriate rent at the pertinent date.
27. 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.

28. 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.
29. 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.
30. The Tribunal assesses the rent for the property as at the date of the landlord's Notice. The Tribunal disregards any improvements made by the tenant 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.
31. 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.
32. In doing so, the Tribunal considered the evidence relied upon by the parties and weighed such evidence against its own knowledge and experience as an expert Tribunal. In doing so the Tribunal determined the open market rent as £1,350.00 per month. Such figure reflects the fact that the bathroom is on the ground floor.
33. Once the hypothetical rent 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. In this instance the Tribunal determined that the subject property falls short of the standard required by the market.
34. It is common ground between the parties that the tenant has undertaken extensive refurbishment of the property over many years, particularly refitting the kitchen and bathroom. This needs to be reflected by an adjustment to the rent.
35. Having undertaken an inspection of the property the Tribunal finds that the property is in need of some further general repair and maintenance. The landlord failed to evidence the tenant's alleged refusal of access, although the tenant did concede that on occasion access had either been inconvenient or that a paid house-sitter would be required to attend. As the landlord holds no keys for the property access requires facilitating by the tenant. This general need of repair also needs to be reflected by an adjustment to the rent.
36. The Tribunal further finds that the carpets and floor coverings, curtains and white goods are provided by the tenant. This provision by the tenant needs to be reflected by an adjustment to the rent.

37. As an assured tenant, the tenant is also responsible for the internal decoration of the property. The Tribunal considers such a covenant a greater burden than the normal responsibility for an assured shorthold tenant to keep the landlords' decorations in good order. This responsibility needs to be reflected by an adjustment to the rent.
38. Taking fully into account all of the adjustments necessary, the Tribunal decided to make a deduction of 25% from the hypothetical rent to arrive at an adjusted open market rent of £1,012.50 per month, rounded to £1,010.00 per month.
39. 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 **£1,010.00 per month will take effect from 1 July 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.