



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

Case Reference : **CHI/43UH/MNR/2023/0221**

Property : **51 The View
Staines Road West
Sunbury-on-Thames
Surrey
TW16 5PU**

Applicant Tenant : **Mr S W Zeeman**

Representative : **None**

Respondent Landlord : **The View Freehold Ltd**

Representative : **Frontiera Real Estate Ltd**

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

Tribunal Members : **Mr I R Perry FRICS
Ms A Clist MRICS
Mr N I Robinson FRICS**

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

Date of Decision : **10th November 2023**

DECISION

Summary of Decision

1. On 10th November 2023 the Tribunal determined a market rent of £1,400 per month to take effect from 23rd September 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 17th August 2023 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,500 per month in place of the existing rent of £1,200 per month to take effect from 23rd September 2023.
4. On 7th September 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 29th 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 10th November 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 one-bedroom flat situated on the 8th floor of a modern purpose-built mixed-use block in the centre of Sunbury-on-Thames, close to all main amenities.
10. The accommodation comprises a Living Room/Kitchen, Bedroom and Bathroom. The block has lift access to upper floors and there is a parking space within an adjacent multi-storey car park.
11. There is a communal heating/hot water system and double-glazed windows. White goods, carpets and curtains are all provided by the Landlord.
12. The property has double glazing. The Energy Performance Rating is 'C' and the Certificate states that the floor area of the flat is 48 sq.mtrs.

Submissions

13. The tenancy began one year ago on 23rd September 2022 at an initial rent of £1,200 per calendar month.
14. The Landlord states that the bathroom and kitchen fittings are approximately 6 years old, and that the property was let to the Tenant in nearly new condition.
15. The inventory from the start of the tenancy in 2022 refers to a broken window in the Living Room.
16. The Landlord accepts that there is a broken windowpane and says that this will be repaired “in due course”. The Landlord does not consider this to be a dangerous fault.
17. The Landlord states that this is one of some 80 apartments in the building and that they have recently let 2 units at £1,550 per month and one unit at £1,500 per month.
18. The Notice proposing the new rent is addressed to William Schalk, omitting the surname of the Tenant, who argues that the notice is therefore invalid.
19. The Tenant also provides correspondence regarding disputes he has had with the Landlord within the jurisdiction of the County Court which are not matters than can be dealt with by this Tribunal.
20. The Tenant refers to a number of minor issues within the flat including a broken oven light, a cracked storage box within the fridge and blown lightbulbs in the bathroom. He also provides recent photographs of a broken windowpane and photographs taken from the inventory showing that the crack was there when he moved in.
21. The Tenant also refers to the broken window in the Living Room and provided the Tribunal with an email from the local Environmental Health Officer to the Landlord or his Agent dated 31st July 2023 which asks the Landlord to replace this “as a matter of urgency”.

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

22. 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.

23. The Tribunal also considered whether the notice of increase dated 17th August 2023 was valid. Whilst not including the surname of the Tenant the notice clearly identified the property and the Tenant and otherwise complied with the statutory requirements. The Tribunal decided that the Notice had effectively served its purpose and was therefore valid.
24. 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.
25. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Sunbury-on-Thames the Tribunal decided that the market rent for the subject property if let at the date specified in the notice in a condition that was usual for such an open market letting would be £1,500 per month.
26. However, the property is not in a condition to command such a rent and the Tribunal was particularly concerned regarding the large broken pane of glass in the Living Room which has been in such condition for more than 12 months. The Environmental Health Office has asked that it be replaced as a matter of urgency and the Tribunal members, all experienced chartered surveyors, considered that on the evidence provided it should be regarded as dangerous.
27. Using its experience, the Tribunal decided that the rent should be adjusted by £100 per month to reflect the dangerous broken window. There are other minor issues relating to light bulbs, broken oven light and a cracked fridge fitting but the Tribunal did not consider these serious enough to merit any further reduction in rent.
28. 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

29. 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 £1,400 per month.
30. The Tribunal directed that the new rent of £1,400 per month should take effect from 17th 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 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.