



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

Case Reference : **CHI/00ML/MNR/2023/0238**

Property : **Flat 4
70 Brunswick Place
Hove
BN3 1NB**

Applicant Tenant : **Mr C Woodrow**

Representative : **None**

Respondent Landlord : **Weatherstone Properties Limited**

Representative : **Town & City Residential letting 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 C M Davies FRICS**

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

Date of Decision : **6th December 2023**

DECISION

Summary of Decision

1. On 6th December 2023 the Tribunal determined a market rent of £1,050 per month to take effect from 11th November 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 4th October 2023 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,100 per month in place of the existing rent of £725 per month to take effect from 11th November 2023. The notice complied with the legal requirements.
4. On 4th October 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 1st November 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 6th December 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 first floor flat in a grade 2 listed building at the junction of Brunswick Place and Lansdowne Road, within the Brunswick Town Conservation Area, about 400 metres from Hove beach. All main amenities are available within Brighton and Hove.
10. The property is within a Conservation Area and the accommodation is listed as comprising a Hall, Living Room, Kitchen, Bedroom and Bathroom. There is no outside space or parking. There is on-street permit parking.
11. The Energy Performance Rating is 'E' and the certificate says the property has partial double glazing and night storage heating.

Submissions

12. The initial tenancy began on 11th June 1996. The Tenant had installed secondary double glazing to the Living Room funded by a grant through 'Safe warm homes'.
13. The Landlord's Agent states that carpets, curtains and cooker are provided by the Landlord but there is no fridge or washing machine provided. The Agent also states that a new kitchen, bathroom and heating has been installed in the past few months and that the property is generally in good habitable condition. The heating remains electric.
14. An email from the Landlord's Agent makes personal comments about a Tenant which the Tribunal has discounted.
15. The Agent provided the Tribunal with some internal photographs and details of comparable properties available to rent in the general area in a range from £1,100 per month to £1,250 per month.
16. The Tenant confirmed that the Kitchen and Bathroom have been refitted but to a basic standard only. The Tenant also makes a number of points relating to their personal circumstances and wellbeing and include correspondence from their local MP, local Councillor and Charter Medical Centre.
17. The Tenant also provided the Tribunal with photographs taken between 31st September 2023 and 11th November 2023 in support of their assertion that some of the recent refurbishment works are to a low standard and that some windows need attention. The Tenant asserts that the heating is insufficient to adequately heat the property.
18. The Tenant also refers to excessive cold, condensation and some mould growth.

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

19. 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.
20. 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.

21. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Brighton and Hove 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 £1,250 per month.
22. The Tribunal finds that the recent works to the Kitchen and Bathroom are of a basic nature, noted other areas of general disrepair, noted the low Energy performance rating and that white goods carpets and curtains are all provided by the Tenants which would not be the case in an open market letting.
23. Using its experience the Tribunal decided that the following adjustments should be made:

Tenants' provision of white goods	£20
Tenants' provision of carpets	£30
Tenants' provision of curtains	£10
Poor EPC rating and night store heating	£50
Condensation and mould	£40
General disrepair	£50
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TOTAL per month	£200

24. 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

25. 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 £1,050 per month.
26. The Tribunal directed that the new rent of £1,050 per month should take effect from 11th November 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.