



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

Case Reference : **CHI/00HX/MNR/2023/0222**

Property : **64 Islandmead
Swindon
Wiltshire
SN3 3TF**

Applicant Tenant : **Mr T Goodale and Ms J Levens**

Representative : **None**

Respondent Landlord : **Mr N and Mrs N Livermore**

Representative : **None**

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 £1,060 per month to take effect from 14th September 2023.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlords' notice of increase of rent by the Tenants pursuant to sections 13 and 14 Housing Act 1988.
3. On 9th August 2023 the Landlords served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200 per month in place of the existing rent of £800 per month to take effect from 14th September 2023. The notice complied with the legal requirements.
4. On 8th September 2023 the Tribunal received an application from the Tenants 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 an end-terraced house situated within a residential area on the eastern side of Swindon. Local shops and other amenities are available in the area.
10. The accommodation is listed as including an Entrance Porch, Hall, Cloakroom, Living Room, Kitchen and WC at ground level with 3 Bedrooms and a Bathroom with WC at first floor level. Outside there are small gardens.
11. The property has central heating and double glazing. The Energy Performance Rating is 'C' and the certificate states that the floor area of the property is 88 sq.mtrs.

Submissions

12. The initial tenancy began on 14th April 2018 at a rent of £800 per month. This will be the first revision of rent since the start of the tenancy. White goods, carpets and a cooker are provided but no fridge or washing machine.
13. The accommodation has gas-fired central heating and double-glazed windows.
14. The Landlord provides a comparables report from Allen and Harris who suggest a marketing price for rent of £1,100.
15. The Tenants state that there is off-road parking, that the windows are old allowing mould to form, that the boiler is old and noisy, that the rear garden fence is rotten and falling apart, and that a lean-to at the rear is damaged. Photographs are provided in support of these assertions.

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

16. 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.
17. 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.
18. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Swindon the Tribunal accepted the rent suggested by Allen and Harris in the sum of £1,100 per month.
19. However, the property is not let in a condition to command such a rent and this figure needs to be adjusted to reflect the Tenants' provision of some white goods, problems with black mould around windows and damaged fence.
20. Using its experience the Tribunal decided that the following adjustments should be made:

Tenants' provision of fridge and washing machine	£20
Damaged/insecure fence	£10
Black mould growth around windows	£10

TOTAL per month	£40

21. The Tenants made no representation that the starting date for the new rent specified in the Landlords' notice would cause the Tenants undue hardship.

Determination

22. 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 £1,060 per month.
23. The Tribunal directed that the new rent of £1,060 per month should take effect from 14th September 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 rpcsouthern@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.