



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

Case reference : CHI/29UD/MNR/2023/0258

Property : 2 Redding Close, Dartford, Kent, DA2 6NB

Applicant Tenants : Ina & Aleksej Jacko

Representative : None

Respondent Landlord : Charmaine Royce

Representative : None

Type of application : Determination of a Market Rent
Sections 13 & 14 Housing Act 1988

Tribunal member(s) : Mrs J Coupe FRICS
Mr N Robinson FRICS
Mr M J F Donaldson FRICS

Date of decision : 9 January 2024

REASONS

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Decision of the Tribunal

On 9 January 2024 the Tribunal determined a Market Rent of £2,255.00 per month to take effect from 1 November 2023.

Background

1. By way of an application received by the Tribunal on 29 October 2023 the Applicant tenants of 2 Redding Close, Dartford, Kent, DA2 6NB (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 29 September 2023, proposed a new rent of £2,300.00 per month in lieu of a passing rent of £1,900.00 per month, to take effect from 1 November 2023.
3. By an agreement in writing the property was let to the tenants under an Assured Shorthold Tenancy for an initial term commencing 1 June 2018. A copy of the tenancy agreement was provided.
4. On 15 November 2023 the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within 7 days. The parties were also advised that no inspection would be undertaken. No objections were received.
5. The Directions required the landlord and tenant to submit their completed statements to the Tribunal by 29 November 2023 and 13 December 2023 respectively, with copies to be sent to the other party. Both parties complied.
6. Having reviewed the submissions the Tribunal concluded that the matter remained capable of being determined fairly, justly and efficiently on the papers, consistent with the overriding objective of the Tribunal.
7. These reasons address in **summary form** the key issues raised by the parties. They do not recite every point referred to in submissions but, instead, concentrate on those issues which, in its view, it considers fundamental to the application.

Law

8. 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.
9. 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

10. In accord with current Tribunal policy, the Tribunal did not inspect the property, but did view it externally via information obtained from publicly available online platforms.
11. The property is a detached house of masonry elevations under a pitched roof clad in tiles. The property is believed to have been constructed during the 1990's and is located in an established residential area, convenient for local facilities and public transport.
12. Accommodation comprises an entrance hall, living/dining room, kitchen, cloakroom at ground level, and four bedrooms, ensuite bathroom and family bathroom at first floor level.
13. The property has a single integral garage, conservatory and private garden.
14. Heating is provided by a gas-fired central heating system. Timber framed windows are double glazed. Carpets/floor coverings and white goods (with the exception of a washing machine) are provided by the landlord.

Submissions – Tenant (summarised)

15. The property is unfit for habitation in accordance with the Homes (Fitness for Human Habitation) Act 2018 and the Housing Health and Safety Rating System (HHSRS).
16. The landlord has failed to meet her obligations in regard to repair and maintenance over a prolonged period. Examples cited include, but are not limited to:
 - i. Penetrating dampness
 - ii. Deteriorating window frames
 - iii. Excess cold
 - iv. Dampness and mould
 - v. Water egress damage
 - vi. Conservatory disrepair
 - vii. Compromised security
 - viii. Dated kitchen
 - ix. Bathroom fittings showing wear and tear
 - x. Damaged garage door
 - xi. Lack of external and internal re-decoration
 - xii. Failure to meet legal safety standards
 - xiii. Untimely response to requests for repairs
17. A series of photographs were provided.
18. In support of the application the tenants relied on online valuation tools which estimated the rental value of the property at between £1,615 - £2,600 per month. The tenants also relied on two advertised properties, the first being a 5-bedroom detached house with 3 bathrooms, 2 reception rooms and a utility, marketed in good condition at £2,500 per month and

a second comparable being a 4-bedroom semi-detached house advertised at £2,250 per month. Correspondence between the parties included reference to additional properties available to let. However, these were not referenced in the tenants' statement of case.

19. The landlord's comparable valuations should be considered unreliable evidence as each letting agency had a financial interest in the provision of their valuation.

Submissions – Landlord (summarised)

20. The property is situated on a privately maintained estate of high quality executive family homes in a desirable and quiet neighbourhood. The property is well located for local facilities and access to transport networks including the M25 motorway.
21. The property is generally in a very good condition, with all reported maintenance issues attended to. A series of undated photographs were provided.
22. Partial refurbishment was undertaken prior to letting the property approximately 8-years ago and included refitting the bathrooms and cloakroom; replacement tiling and flooring; redecoration throughout; kitchen improvements including replacement appliances, worktops, splash-backs and taps.
23. The landlord relies upon an independent report by *Revamp – Window Repair Services* dated 15 November 2023 which concluded that the windows were in a good condition and functioning as intended. Condensation and mould issues were considered attributable to the tenants' lifestyle and contributed to by inadequate ventilation and heating. Repair and maintenance issues identified were subsequently undertaken.
24. The landlord relies on three independent rental valuations of the property, the first two commissioned by herself and the valuation from Robinson-Jackson commissioned by the tenants:
 - i. Haart lettings: £2,300 per month
 - ii. Wards Lettings: £2,400 per month
 - iii. Robinson-Jackson: £2,300-£2,400 per month.
25. Also provided were two Best Price Guides prepared by Rightmove, an online letting platform, listing 4-bedroom detached house at asking prices of £2,150 - £2,600 per month.

Determination

26. The Tribunal has carefully considered all of the submissions before it.
27. 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 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. In addition, the legislation makes it clear that the Tribunal is unable to account for the personal circumstances of either the landlord or the tenant.

28. 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.
29. The parties' statements include a number of personal allegations and counter-allegations against the other. Such information is not pertinent to the determination of the open market rent of the property as at the valuation date. Accordingly, no further reference is made to such matters and nor has this information been taken into account by the Tribunal.
30. 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.
31. As set out above, the parties commissioned three independent valuations which provided a range of values from £2,300 - £2,400 per month. The tenants sourced the third valuation however subsequently considered all three unreliable, suggesting there to be a financial conflict of interest on the part of the firms providing the valuations. Whilst the Tribunal concur that marketing appraisals are a tool whereby letting firms seek to secure instructions, the Tribunal find it noteworthy that all three valuations provided similar rental figures.
32. The Tribunal also considered the Best Price Guides submitted by the landlord, the tenant's comparables and the findings of the online valuation calculator provided the tenant, although little weight could be attributed to the calculator due to the wide range of values provided.
33. Weighing all of the evidence before it against its own expert knowledge as a specialist Tribunal an open market rent of the property, in good tenable condition, was determined as £2,400.00 per month.
34. 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.
35. The Tribunal had regard to the issues of disrepair and maintenance identified by the tenants and the landlord's subsequent attention to a number of these items following the tenant's application to the Tribunal for a rental determination.
36. The Tribunal finds that as at the pertinent date the property was in want of some general repair and maintenance as evidenced by the photographs submitted by the tenants, including, but not limited to, external joinery requiring re-decoration, conservatory repairs and flooring maintenance.

37. The Tribunal also consider it relevant that although the kitchen was partially refurbished and new appliances installed, the kitchen units were not replaced and are therefore in excess of twenty years old.
38. Furthermore, the Tribunal note the tenants' undisputed evidence that the heating system is unreliable, citing seven boiler malfunctions within two years.
39. Accordingly, the Tribunal finds that the condition of the property does fall short of the rental standard required by the market. In reflection of such differences, the Tribunal make a deduction of £145.00 per month from the hypothetical rent to arrive at an adjusted open market rent of £2,255.00 per month.
40. The tenants refer to the property being unfit for habitation in accordance with various Acts of Parliament and the HHSRS. However, no evidence, in the form of reporting to, or findings by Environmental Health or similar public or private bodies, has been adduced in this regard. The Tribunal therefore make no findings on such point.
41. The rent of **£2,255.00 per month will take effect from 1 November 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.