



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

**Case Reference** : **CHI/00HB/MNR/2023/0285**

**Property** : **Room 1  
36 Woodborough Street  
Bristol  
BS5 0JB**

**Applicant Tenants** : **Mr D Stefanac**

**Representative** : **None**

**Respondent Landlord** : **Mr N Ahmed**

**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  
Mr J S Reichel MRICS  
Mr M J F Donaldson FRICS**

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

**Date of Decision** : **7<sup>th</sup> February 2024**

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**DECISION**

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## **Summary of Decision**

1. On 7<sup>th</sup> February 2024 the Tribunal determined a market rent of £600 per month to take effect from 1st December 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 12<sup>th</sup> October 2023 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £950 per month in place of the existing rent of £550 per month to take effect from 1st December 2023. The notice complied with the legal requirements.
4. On 30<sup>th</sup> November 2023 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely 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 20<sup>th</sup> December 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. The Tenant submitted papers which were copied to the Landlord, but the Landlord made no submission.
8. 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 any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

## **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.

**The Property**

9. From the information given in the papers and available on the internet, the property comprises a single room in a terraced house. There are 4 other rooms let within the house and they all share a kitchen and bathroom.
10. The property has gas-fired central heating. Carpets, curtains and white goods are all provided. Furniture comprising a bed, small desk, chair, 2 cupboards, a closet and a cabinet are provided within the room.

### **Submissions**

11. The initial tenancy for 3 months began on 1<sup>st</sup> May 2020 at a rent of £450 per month which rose in February 2022 to £550 per month.
12. The property is cleaned once per week and utility costs are included.
13. The Tenant states that the fridge shelves are broken making it almost unusable, some ceilings are damaged as evidenced by photographs provided, the hot water supply is intermittent and inconsistent, there had been past issues with the central heating and the microwave is no longer usable.
14. In his application the Tenant states that there is no additional charge for services and in the notice of rent increase the Landlord says that the proposed rent includes £60 per month for Council Tax. Water charges and fixed service charges. The notice states that this charge was previously £40 per month.
15. In his Email to the Tribunal on 30<sup>th</sup> November 2023 the Tenant asks the Tribunal “due to the difficult financial situation” to defer the implementation of the new rent to the date of its decision.
16. The Landlord made no submission to the Tribunal.

### **Consideration and Valuation**

17. 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.
18. 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.
19. Having carefully considered the representations from the Tenant and associated correspondence and using its own judgement and knowledge of rental values in Bristol 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 £700 per month.
20. However, the Tenant asserts that the property is not in such good condition as the Tribunal would expect in order to command such a rent. Using its experience the Tribunal decided that an adjustment of £100 per month should be made to reflect the broken and unsafe kitchen items, the lack of repair in the common areas and the intermittent heating and hot water issues.

21. The Tribunal noted the Tenant's request to defer the implementation of the new rent to the date of its decision. In such a case the Tribunal would normally expect to receive more detailed information in support of such a delay, including a note of a tenant's income and expenditure.
22. In this case the rent is being increased to a rent suggested by the Tenant and the Tribunal does not consider it appropriate to alter the date from which the rent should apply.

### **Determination**

23. 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 £600 per month.
24. The Tribunal directed that the new rent of £600 per month should take effect from 1<sup>st</sup> December 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](mailto: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.