



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

**Case reference** : **CAM/42UD/MNR/2024/0001**

**HMCTS code** : **P:PAPERREMOTE**

**Property** : **Flat C, 29 London Road, Ipswich,  
Suffolk, IP1 2HF**

**Applicant (Tenant)** : **Ms C A Moajer**

**Respondent (Landlord)** : **Ms Cutter C/O Leaders Ltd**

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

**Tribunal members** : **Mr P Roberts FRICS CEnv**

**Date of Determination** : **4 April 2024**

This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a paper determination described above as **P:PAPERREMOTE**. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

## **Decision**

**The Tribunal determined a market rent of £575 per month effective from 25 December 2023.**

## **Reasons**

### **Background**

1. The Landlord served a notice dated 25 October 2023 pursuant to section 13 (2) of the Housing Act 1988 which states an increase in the passing rent from £425 per month to £650 per month with effect from 25 December 2023.
2. This rent is stated to be exclusive of Council Tax, Water Charges, and fixed service charges.
3. The Tenant made an application on 19 December 2023 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
4. The Tribunal issued directions on 8 January 2024 inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the Tribunal to consider.

### **The Property**

5. The Tribunal inspected the Property on 4 March 2024.
6. The Property comprises a first floor flat in a converted former semi-detached house of period design constructed of brick and tile providing a lounge and kitchen to the front of the Property with a bedroom and bathroom to the rear.
7. The Property benefits from UPVC double glazing. However, the windows to the lounge and kitchen have gaps and the windows to the lounge were covered in condensation whilst one of the panes appears to have blown. There was evidence of damp in the party wall and mould. Similarly, there was mould on the outside wall of the kitchen facing the external balcony.
8. There is central heating throughout and car parking available at the front of the Property.
9. The Tribunal notes that Leaders describe the Property as being in a fair condition as at 14 June 2023. However, the Tribunal considers the Property to be in poor condition. In this regard, both the Property and its contents are tired and would be unattractive in the market.

## **The Tenancy**

10. The Tenant took occupation pursuant to an Assured Shorthold Tenancy commencing 24 November 2014 for a term of 6 months.
11. The initial rent under this Tenancy was £415 per month payable on the 25<sup>th</sup> of each calendar month.
12. The Tribunal has only been provided with the Agreement Particulars and selected pages of the Tenancy Agreement comprising the Signature Page, the Definitions and Interpretations and a page entitled “Individually and Specially Negotiated Clauses”. In the absence of a full copy of the Tenancy Agreement the Tribunal has assumed that the terms thereof are in accordance with standard market practice and the provisions of the Landlord and Tenant Act 1985.
13. In this regard, the Landlord is required to comply with sections 11 to 16 of the Landlord and Tenant Act 1985.

## **The Law**

14. Section 5 (3) of the Act provides that the periodic tenancy arising on expiry of the Assured Shorthold Tenancy is one:
  - “(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;*
  - (b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;*
  - (c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;*
  - (d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and*
  - (e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy”*
15. Section 14 of the 1988 Act provides that the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy:
  - a. “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 rent) are the same as those of the existing tenancy.”*
- 16. Section 14 (2) of the 1988 Act requires the Tribunal to disregard:
  - 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 (as defined by section 14 (3) of the Act) otherwise than as an obligation;*
  - 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.”*
- 17. Examples of a tenant’s failure to comply with the terms of the lease may include, for example, a lack of redecoration.
- 18. Section 11 of the Landlord and Tenant Act 1985 (the 1985 Act), provides that the Tribunal is to imply a covenant by the Landlord:
  - a. *“to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),*
  - b. *to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and*
  - c. *to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.”*
- 19. Section 14 (7) of the 1988 Act states:
 

*“Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.”*

## **Representations – The Tenant**

20. The Tenant attached a three-page representation to their Application form. The Tenant also submitted a Memorandum on 6 February 2024 addressing various points made by the Landlord's agent together with a subsequent Memorandum addendum.
21. All the points raised within these representations have been considered by the Tribunal.

### **Representations – The Landlord**

22. Ms Chapman (Leaders) submitted a pack of evidence to the Tribunal on 29 January 2024 comprising the following:
  - a. Interim Visit Reports dated 29 March 2022, 2 November 2022 and 14 June 2023
  - b. Property Visit Reports dated 7 March 2019 and 13 November 2019
  - c. Invoice for inspection by Control Solutions dated 28 October 2017
23. In addition, Ms Chapman completed and submitted a Reply Form dated 29 January 2024 together with an Inventory and Schedule of Condition dated 11 November 2014 and signed by the Tenant on 1 December 2014.
24. It appears from the Inventory and Schedule of Condition that the Property was let on a furnished basis.
25. The Tribunal was also provided with a letter dated 29 January 2024 which stated that the rent was increased from the Initial Rent of £415 pcm to £425 pcm with effect from 25 May 2016. The Tribunal understands that the rent had not been increased since 25 May 2016 prior to the section 13 (1) Notice that is the subject of these proceedings.

### **Determination**

26. It is apparent that Leaders are inspecting the Property on a regular basis. However, it is equally apparent that there has been little maintenance and/or updating carried out since the commencement of the Tenancy in 2014 such that, irrespective as to whether the Tenant has complied fully with their repair obligations, extensive refurbishment is required.
27. In this regard, the Tribunal is aware that Leaders are currently marketing the ground floor flat in the adjoining building. As both Parties can verify from a review of Rightmove, the online photographs detail a flat that is in much better condition than the Property.

28. In this regard, the Tribunal notes that the rent requested by the Landlord in respect of the Property is lower than the asking rent for the adjoining flat even before account is taken of the three months that have passed since the effective date of the proposed rent increase.
29. In determining the market rent in respect of the Property, the Tribunal has regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant. The current rent and the period that has passed since that rent was agreed or determined is not relevant.
30. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is therefore unable to have any regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent. The Tribunal is therefore unable to take into account the Tenant's ability to pay the rent or the Landlord's need to achieve a certain income.
31. In addition, historic matters between the actual landlord and tenant are not relevant to the rent likely to be offered by a prospective tenant. The Tribunal can therefore only have regard to the Property as it exists on the relevant date of the proposed rent review having regard to the statutory assumptions.
32. As set out above, section 14 of the 1988 Act requires the Tribunal to determine the rent at which the Property might reasonably be expected to let with effect from the date specified for commencement of the new rent as set out in the section 13(2) Notice.
33. Neither of the Parties have submitted any evidence of market rental values. In the circumstances, therefore, the Tribunal has applied its own expertise and knowledge having regard to current market expectations.
34. The Tribunal therefore determines the market rental of the Property as it currently exists (i.e., taking account of the disrepair, deterioration, lack of decoration and obsolescence of fixtures and fittings) and as at the effective date to be **£575 pcm**.
35. The Tribunal appreciates that this is a large increase when compared to the current passing rent of £425 per month. However, the Parties should bear in mind that the rent has not been increased since May 2016 (i.e., 7.75 years ago) since when market rents have increased significantly.
36. The fact that the rent has not been increased during the last 7.75 years is not relevant to considering the current rent to be determined under these proceedings but hopefully this explanation is helpful in setting out the context.

**37. The rent payable may not exceed £575 per month. However, this does not prevent the Landlord from charging a lower rent.**

**Name:** Peter Roberts FRICS CEnv

**Date:** 4 April 2024

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

**First-tier Tribunal – Property Chamber  
File Ref No.**

**CAM/42UD/MNR/2024/  
0001**

**Notice of the Tribunal Decision and  
Register of Rents under Assured Periodic Tenancies  
(Section 14 Determination)**

**Housing Act 1988 Section 14**

**Address of Premises    The Tribunal members were**

**Flat C, 29 London Road,  
Ipswich, Suffolk, IP1 2HF**

Mr P Roberts FRICS CEnv

**Landlord**

**Ms Cutter**

**Address**

Keepers Cottage  
Keepers Corner  
Burstow  
Horley RH6 9RR

**Tenant**

**Ms Moajer**

**1. The rent  
is:    £**

575

**Per**

month

**(excluding water rates and  
council tax but including  
any amounts in paras 3)**

**2. The date the decision takes effect  
is:**

25 December 2023



**3. The amount included for services is** not applicable **Per**

**4. Date assured tenancy commenced** 24 November 2014

**5. Length of the term or rental period** 6 months

**6. Allocation of liability for repairs** Tenant liable for internal repairs. LL to comply with s11 LTA 1985

**8. Furniture provided by landlord or superior landlord**

N/A

**9. Description of premises**

The Property comprises a first floor flat in a converted former semi-detached house of period design constructed of brick and tile providing a lounge and kitchen to the front of the Property with a bedroom and bathroom to the rear.  
  
The Property benefits from UPVC double glazing and central heating with open external car parking

**Chairman** P Roberts **Date Decision** **of** 4 April 2024