



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

Case reference : CHI/45UD/MNR/2024/0002

Property : 43 Somerstown, Chichester, West Sussex,
PO19 6AL

Applicant Tenant : Mr M Ashelford

Representative : None

Respondent Landlord : Mr C Watts & Mrs D Forbes

Representative : Mrs Z Roxburgh

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

Tribunal member(s) : Mrs J Coupe FRICS
Mr C Norman FRICS
Mr N Robinson FRICS

Date of decision : 12 February 2024

REASONS

Decision of the Tribunal

On 12 February 2024 the Tribunal determined a Market Rent of £1,920.00 per month to take effect from 25 December 2023.

Background

1. By way of an application received by the Tribunal on 20 December 2023, the Applicant tenant of 43 Somerstown, Chichester, West Sussex, PO19 6AL (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 23 November 2023, proposed a new rent of £1,950.00 per month in lieu of a passing rent of £1,184.47 per month, to take effect from 25 December 2023.
3. The property was let to the tenant by way of an Assured Shorthold Tenancy agreement commencing 25 April 2020. A copy of the tenancy agreement was provided.
4. In 2022, and by way of an informal agreement, the rent due date was varied to the first of each month. However, the tenancy was not amended and, for the purposes of this application, the pertinent date therefore remains the twenty-fifth of the month.
5. On 5 January 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.
6. The Directions required the landlord and tenant to submit their completed statements to the Tribunal by 19 January 2024 and 2 February 2024 respectively, with copies to be sent to the other party. The Tribunal only received submissions on behalf of the landlord.
7. 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.
8. These reasons address in **summary form** the key issues raised by the parties. They do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal’s view, are fundamental to the determination.

Law

9. 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.

10. 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

11. In accordance with current Tribunal policy, the Tribunal did not inspect the property, but did view it externally via information obtained from publicly available online platforms.
12. The property is a three-storey semi-detached town house, built in approximately 1960, with brick and cladding elevations under, what appears from photographs provided by the landlord, to be a flat roof. The property is located on a private residential estate within the city centre, convenient for local facilities and public transport.
13. Accommodation comprises two bedrooms and a shower room at ground floor level, a living/dining room and kitchen at first floor level, and three bedrooms (one room described as a single) plus shower room at second floor level. Garden and parking for two vehicles. The letting is unfurnished and no services are included in the tenancy.
14. The property has gas central heating and double glazing. Floor coverings and white goods are provided by the landlord.
15. Having consulted the National Energy Performance Register online, the Tribunal noted the property to have an expired Energy Performance Certificate (EPC) Rating of D.

Submissions – Tenant

16. The tenant's application was accompanied by a covering email dated 20 December 2023 and was copied to the landlord's representative. The following is a summary of the points raised within that email.
17. The tenant refers to the proposed rent increase as "unjust", and states that the increase "presents significant challenges for our family's financial stability".
18. The tenant says that, by agreement, the date upon which the rent is paid was varied to the first of the month. However, the landlord has failed to issue a revised tenancy agreement reflecting such change.
19. Further statements concerned the personal circumstances of the tenant, which cannot be considered by the Tribunal in determining the market rent and are therefore not repeated.
20. No further submissions in response to the Tribunal Directions were received.

Submissions – Landlord

21. The landlord's submissions can be summarised as follows.
22. The property is located on a highly coveted private estate within the heart of Chichester. There is a scarcity of five-bedroom properties available to let locally and, accordingly, demand is high.
23. The three-storey accommodation was renovated in 2020. The property provides both an enclosed rear garden and parking for two vehicles.
24. An inventory and Schedule of Condition dated 24 April 2020, including photographs, illustrates the condition as at the date of letting.
25. In support of the proposed new rent the landlord relies upon screenshots of three comparable properties, each offering five-bedroom accommodation, ranging in asking prices from £2,400.00 - £3,000.00 per month.

Determination

26. The Tribunal has carefully considered all 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. 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.
30. The landlord provided three comparable properties, each offering five-bedroom accommodation. The screenshots submitted were of poor quality and provided only basic accommodation details, and were therefore of limited assistance to the Tribunal.
31. However, the Tribunal considered the five-bedroom and three-bathroom town-house in Baxendale Road to be the most useful of the landlord's comparables. The property was advertised for let at an asking price of £2,400.00 per month, which the Tribunal adjusted downwards by 10% in reflection of the comparable being more modern than the subject property, and a further downward 10% as the comparable offers three bathrooms as

opposed to two shower rooms. The adjusted rent being £1,920.00 per month.

32. In the absence of any comparable evidence from the tenant, and weighing the landlord's analysed evidence against its own expert knowledge as a specialist Tribunal, the Tribunal determined that the open market rent of the property in good tenantable condition is £1,920.00 per month.
33. 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. The tenant made no submissions that the property was in any way lacking or in any disrepair. Accordingly, the Tribunal makes no adjustment in such regard.
34. The tenant referred to the financial stability of the family but made no representations in regard to delaying the effective date of the revised rent on the ground of undue hardship under section 14(7) of the Act, nor provided any evidence in such regard. Accordingly, the rent of **£1,920.00 per month will take effect from 25 December 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.