



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

Case reference : CHI/00ML/MNR/2023/0268

Property : Flat 8, 53 Tisbury Road, Hove, BN3 3BL

Applicant Tenant : Miss S Manner

Representative : None

Respondent Landlord : Toussi Properties Ltd

Representative : Pavilion Properties

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

Tribunal members : Mrs J Coupe FRICS
Ms C Barton MRICS
Mr M Woodrow MRICS

Date of decision : 30 January 2024

REASONS

Decision of the Tribunal

On 30 January 2024 the Tribunal determined a Market Rent of £920.00 per month, to take effect from 11 November 2023.

Background

1. By way of an application received by the Tribunal on 10 November 2023, the Applicant tenant of Flat 8, 53 Tisbury Road, Hove, BN3 3BL (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 25 September 2023, proposed a new rent of £925.00 per month in lieu of a passing rent of £750.00 per month, to take effect from 11 November 2023.
3. The property was let to the tenant by way of an Assured Shorthold Tenancy agreement commencing 11 January 2021. A copy of the tenancy agreement was provided.
4. On 29 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 13 December 2023 and 28 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 each point referred to in submissions but concentrate on those issues which, in the Tribunal’s view, are fundamental to the determination.

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 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.
11. The property is a second-floor self-contained flat within a five storey (including basement) converted semi-detached house. The property is conveniently located for amenities and public transport. Accommodation consists of a reception room/kitchen, bedroom and bathroom/WC.
12. The accommodation is heated by electric appliances. Windows are timber framed and single glazed. Floor coverings, a cooker and fridge are provided by the landlord.
13. Having consulted the National Energy Performance Register online, the Tribunal noted the property to have a current Energy Performance Certificate (EPC) Rating of D.

Submissions – Tenant (summarised)

14. The property is a small, east-facing and dark flat, for which a 25% rent increase is not justified.
15. The property lacks modernisation, provides inadequate kitchen units, requires re-decoration and re-carpeting.
16. The property is in want of repair and maintenance. Examples cited include joinery deterioration, broken sash window cord, defective cooker, dampness and black mould.
17. Evidence was submitted that a fault with the electric shower was reported to the landlord's agent in October 2023. Correspondence between parties in such regard was provided.
18. A series of photographs dated December 2020 illustrate the extent of accommodation and reasonable condition at such time. Further photographs dated December 2023 show condensation, black mould, broken sash window cord, pigeon detritus, new electric heater, dated carpet.
19. The tenant states that communal areas are not maintained and that pigeon detritus on window cills creates a health hazard.
20. Neither the landlord nor their agent inspected the property prior to issuing the rent review Notice.

21. Comparable evidence of one-bedroom flats in good tenantable condition and with asking prices ranging from £950.00 - £1,200.00 per month were provided.

Submissions – Landlord (summarised)

22. The property is well located for local amenities and public transport links.
23. The landlord purchased the building in April 2023.
24. Since such date, the only issue of disrepair notified by the tenant was the shower fault, which has since been resolved.
25. No inspection has been undertaken since acquisition. An attempt to gain access was unsuccessful, due to insufficient notice having been provided to the tenant.
26. The proposed rent increase is the first increase since the tenant took occupation in January 2021.
27. Properties offering similar accommodation in comparable condition to the subject are advertised on *Rightmove* at asking prices of £1,100.00 - £1,300.00 per month. The proposed rent is therefore realistic and fair.
28. In support of the rent, the landlord relies upon a *Rightmove - Best Price Guide* listing various one-bedroom flats, advertised as available to let between 7 September and 7 December 2023, at asking prices ranging from £1,300.00 - £1,350.00 per month, plus a one-bedroom studio flat at £900.00 per month.

Determination

29. The Tribunal has carefully considered all the submissions before it.
30. 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.
31. 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.
32. 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.

33. Weighing the parties' evidence against its own experience as a specialist and expert property Tribunal and its knowledge of rental values in the locality, the Tribunal determined the open market rent, in good tenable condition, to be £1,150.00 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. In this instance, the Tribunal determined that the subject property falls short of the standard required by the market. The property has single glazed timber framed windows, electric heating, partial white goods, basic kitchen and bathroom fittings, and a health hazard in the form of bird detritus.
36. Furthermore, the tenant has submitted photographic evidence showing the property to be in want of repair and redecoration. Such evidence was not challenged by the landlord.
37. The landlord states that the tenant failed to report any disrepair now relied upon. However, the landlord accepts that no inspection of the property has been undertaken since purchase in April 2023, one attempt at such having been aborted as the agent failed to provide the tenant with sufficient notice. The Tribunal find it unreasonable for the landlord to now seek to rely on a lack of notification of disrepair, when no further attempt at inspection has been evidenced.
38. In reflection of such differences, the Tribunal makes a deduction of 20% from the hypothetical rent to arrive at an adjusted open market rent of £920.00 per month.
39. The tenant made no submissions to the Tribunal in regard to delaying the effective date of the revised rent on grounds of hardship. Accordingly, the rent of **£920.00 per month will take effect from 11 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.