



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

**Case reference** : **CHI/OOHN/MNR/2024/0050**

**Property** : **62A Markham Road, Bournemouth BH9  
1HZ**

**Applicant** : **Saimonas Pagaciauskas and Elina  
Fjellanger**

**Representative** : **In Person**

**Respondent** : **Taskin Ahmed**

**Representative** : **Enfields**

**Type of application** : **Market Rent under s13 & 14 of the  
Housing Act 1988**

**Tribunal  
member(s)** : **Mr R Waterhouse FRICS  
Ms C Barton MRICS**

**Date and venue of  
hearing** : **7 May 2024 Determination on Papers**

**Date of Decision** : **7 May 2024**

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**DECISION**

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## **Decision of the tribunal**

The tribunal is required to determine a rent under section 14 of the Housing Act 1988, a rent that the property would let for in the open market. The Landlord has requested a rent of **£975** per month from **1 March 2024**.

The tribunal determines the rent at **£950** per month effective from **1 March 2024**.

## **Background**

- 1.** The tribunal received an application under section 13 of the Housing Act 1988 received **24 February 2024**. This included the Landlord's notice is dated 12 January 2024 proposing a new rent to commence on 24 February 2024. The previous rent being **£875 per month** and the proposed **£975** per month from **1 March 2024**.
- 2.** No inspection or oral hearing was requested from the Tenant or the Landlord and so the matter was determined on papers.
- 3.** The property is a first floor flat comprising one sitting room, two bedrooms, and one bathroom/WC, and a kitchen. The flat has also a garden and a shed.
- 4.** The tenancy commenced on the 1 September 2019 for 12 months at an initial rent of £777 per month.
- 5.** On the 12 March 2024 the tribunal issued Directions advising the parties that it considered the matter suitable for determination on the papers unless objected, in writing, within 7 days. The parties were also advised that no inspection would be undertaken. No objections were received.

## **The Bundle**

- 6.** The applicants' application form noted the Tenant's had;

“changed the curtains to blinds”

“added wall shelves”

“replaced the bathroom shower head”

“fixed the garden gate with a combination lock”

“covered shed roof and doors”

“replaced shower curtain”

7. A Rent Appeal Statement was completed by the Landlord's agent dated 21 March 2024, noting the property has its own private entrance and that the Landlord has supplied double glazing, gas central heating and carpets and curtains. Additionally, a washing machine, fridge and cooker were supplied. The property benefits from a private garden.

8. A property visit report by Enfields, the Landlord's agent was supplied to the tribunal dated 6 January 2024. Under “maintenance issues” it notes that the front door handle and lock are in disrepair and water leakage from the boiler is causing ongoing issues. The report also includes several photographs of the interior. In terms of improvements the report notes a replacement cooker and new vinyl flooring in the bathroom. In terms of disrepair, the shed requires replacing, and four of the double-glazed windows are “blown”.

9. For rental levels, Enfields suggest that, two-bedroom flats in the vicinity attract a rent of £1050 per month and this is with use of a garden.

Rental comparables of similar properties to let are included and taken from Rightmove ranging from £1,050, through £1,100, to £1150 per month.

A Rent Appeal Statement was also received from the Tenant.

10. The statement confirms the accommodation and includes several internal photographs. There is a photograph showing paint flaking from corner of windowsill by the bath, a further photograph shows the bathroom panel dislodged from the bath. The statement confirms that the Landlord supplied the property with double glazing, central heating and floor coverings. Additionally, the Landlord supplied a washing machine, a “fridge and a cooker”.

Under improvements the Tenant noted;

The Landlord;

“replaced oven April 2023”

“replacing flooring in bathroom May 2022”

“fixed leaking roof February 2023”

“fixed front door February 2023”

“fixed leaking shower February 2021”

“ongoing attempts to fix boiler”

The Tenant noted that they have;

“installed blinds”

“a keypad lock to garden”

“fixed on several occasions the shed roof and doors”

11. Under condition of property in the statement, it is also noted

- (a) The bathroom is of poor condition
- (b) The kitchen units are in some cases nor properly installed
- (c) The shed is in disrepair and
- (d) Four windows in the house are “blown” and
- (e) Bedroom, living room and kitchen ceilings needs repainting following an earlier leak.

### **The Law**

12. Sections 13 and 14 of the Housing Act 1988 (“the 1988 Act”) make provision for the increase of rent under an assured periodic tenancy. 10. Under section 14 of the 1988 Act, the Tribunal must determine the rent that would be obtained in respect of the same property on a new letting on the open market by a willing Landlord under an assured tenancy, on otherwise similar terms (other than rent) to the existing tenancy. The rent so determined must, however, disregard the effect on the rent of the granting of the tenancy to a sitting Tenant; any increase in the value of the property as a result of improvements carried out by the Tenant during the tenancy (or a previous tenancy), otherwise than as a result of his or her obligations to the Landlord under the lease; or any reduction attributable to a failure to comply with such an obligation.

### **The Determination.**

13. The tribunal has carefully noted the nature, layout, location specification and condition of the property.

14. The tribunal has considered the rental information provided by the agent which ranged from £1050 to £1150 per month. The property is in dated condition and if in Tenantable condition the tribunal believes it would attract a rental bid of £1050.

15. However, the property has several defects, double glazed windows, a dislodged bath panel and the poor condition of the shed. These are relatively minor to repair but their presence will detract from the higher bid and so a reduced figure is reasonable to reflect these outstanding matters.

16. The Tenant has not provided any specific rental information.

17. The tribunal is an expert tribunal and using its knowledge of rental levels in the area determines **£950 per month.**

### **Effective date of the Decision**

18. The tribunal has discretion over the effective date of a rental increase determined by the tribunal where a case for hardship is made by the Tenant and accepted by the tribunal. The Tenant did not make such a case the tribunal therefore determine the rent should have effect from the **1 March 2024.**

Name: **Chairman Waterhouse  
FRICS**

**Date: 7 May 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 a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

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).

## THE LEGISLATION

### Housing Act 1988

#### **s.13.— Increases of rent under assured periodic tenancies.**

(1) This section applies to—

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than—

(a) the minimum period after the date of the service of the notice; and

(b) except in the case of a statutory periodic [tenancy—]

[

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began;

(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and

]

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14[below—]

[

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect;

(ii) in any other case, the appropriate date.

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(3) The minimum period referred to in subsection (2) above is—

(a) in the case of a yearly tenancy, six months;

(b) in the case of a tenancy where the period is less than a month, one month; and

(c) in any other case, a period equal to the period of the tenancy.

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(3A) The appropriate date referred to in subsection (2)(c)(ii) above is—

(a) in a case to which subsection (3B) below applies, the date that falls 53 weeks after the date on which the increased rent took effect;

(b) in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.

(3B) This subsection applies where—

(a) the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 below on at least one occasion after the coming into force of the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003; and

(b) the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.

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(4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—

(a) the tenant by an application in the prescribed form refers the notice to [the appropriate tribunal] ; or

(b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.

(5) Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

#### **s.14.— Determination of rent by [tribunal] .**

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to [the appropriate tribunal] a notice under subsection (2) of that section, the [appropriate tribunal]<sup>3</sup> shall determine the rent at which, subject to subsections (2) and (4) below, the [appropriate tribunal]<sup>3</sup> 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.

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(3A) In making a determination under this section in any case where under Part I of the Local Government Finance Act 1992 the landlord or a superior landlord is

liable to pay council tax in respect of a hereditament (“the relevant hereditament”) of which the dwelling-house forms part, the [appropriate tribunal] shall have regard to the amount of council tax which, as at the date on which the notice under section 13(2) above was served, was set by the billing authority—

(a) for the financial year in which that notice was served, and

(b) for the category of dwellings within which the relevant hereditament fell on that date,

but any discount or other reduction affecting the amount of council tax payable shall be disregarded.

(3B) In subsection (3A) above—

(a) “*hereditament*” means a dwelling within the meaning of Part I of the Local Government Finance Act 1992,

(b) “*billing authority*” has the same meaning as in that Part of that Act, and

(c) “*category of dwellings*” has the same meaning as in section 30(1) and (2) of that Act.

(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 of the dwelling-house concerned or are payable under separate agreements.

(5) Where any rates in respect of the dwelling-house concerned are borne by the landlord or a superior landlord, the [appropriate tribunal] shall make their determination under this section as if the rates were not so borne.

(6) In any case where—

(a) [the appropriate tribunal] have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as “the section 6 reference”) and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as “the section 13 reference”), and

(b) the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above, and

(c) the [appropriate tribunal]<sup>9</sup> propose to hear the two references together, the [appropriate tribunal] shall make a determination in relation to the section 6 reference before making their determination in relation to the section 13 reference and, accordingly, in such a case the reference in subsection (1)(c) above to the terms of the tenancy to which the notice relates

shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.

(7) 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, 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 committee may direct.

(8) Nothing in this section requires [the appropriate tribunal] to continue with their determination of a rent for a dwelling-house if the landlord and tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.

(9) This section shall apply in relation to an assured shorthold tenancy as if in subsection (1) the reference to an assured tenancy were a reference to an assured shorthold tenancy.