



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

Case Reference : **CAM/22UD/MNR/2023/0140
P:PAPERREMOTE**

Property : **7 Mews Cottage Thorndon Park
Ingrave CM13 3RJ**

Applicant : **Mr Umesh Solanki**

Respondent : **Mr David Kenneth Topliss and
Mrs Linda Topliss**

Representative : **Beresfords**

Date of Application : **20 September 2023**

Type of Application : **Determination of the market rent
under Section 14 Housing Act 1988**

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **5 December 2023
remote on the papers**

DECISION

The market rent as at 26 September 2023 is £1,600 per month.

© CROWN COPYRIGHT

Background

1. On 20 September 2023, the tenant referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which was dated 31 July 2023, proposed a rent of £1,600 per month with effect from 26 September 2023 in place of the existing rent of £1,495 per month which had been payable since the commencement of the tenancy.
3. The tenant occupies under a periodic tenancy which commenced on the expiry of a tenancy for twelve months from 26 March 2022.
4. Directions were issued by the tribunal on 9 October 2023.
5. Prior to the hearing the landlord sent their submissions to the tribunal and copied them to the tenant, no representations were made by or on behalf of the tenant.

The Evidence

6. In written submissions the landlord stated that the subject is a terrace house set in communal grounds and that there is a service charge of £3,500 payable by the landlord. The accommodation comprised three rooms, kitchen, bathroom/wc and ensuite. The house is centrally heated and has a garage as well as off street parking. The landlord had supplied the carpets, curtains and white goods.
7. The landlord referred to brief details of three comparables within Thorndon Park: a three bedroom penthouse within the main listed converted mansion at £2,000 per month, a two bedroom apartment within the same converted mansion at £1875 per month and a two bedroom end terrace house with private terrace but within the park at £1875 per month.

The law

8. In accordance with the terms of section 14 Housing Act 1988 I proceeded to determine the rent at which I considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
9. In so doing I, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act and also any items of disrepair which either the tenant had not reported to the landlord or had not allowed access for the landlord to carry out the necessary repairs.

Valuation

10. In coming to my decision, as the tenant did not provide any rental evidence the I relied on the rental comparables provided by the landlord together with my own general knowledge of rents in and around Ingrave.
11. I determine that the open market rent of the property as at 26 September 2023 is £1,600 per month, which is the effective date in the landlord's notice.

The decision

12. The open market rental value of the premises is £1,600 per month effective from 25 November 2023, being the effective date in the landlord's notice.

Chairman: Evelyn Flint

Dated: 5 December 2023

ANNEX - RIGHTS OF APPEAL

- I. The application for permission to appeal must arrive at the Regional office within 28 d 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>
- II. 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.
- III. 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.
- IV. 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. Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.

Appendix
Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 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....

(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 ... 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.

