



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

Case Reference : **CHI/29UM/MNR/2024/0008**

Property : **69 Emerald View
Warden
Sheerness
Kent
ME12 4PQ**

Applicant Tenant : **Mrs M Kinslow**

Representative : **None**

Respondent Landlords : **Mr K Granger and Ms C Lucien**

Representative : **None**

Type of Application : **Determination of a Market Rent sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **Mr I R Perry FRICS
Mr J S Reichel MRICS
Mr M C Woodrow MRICS**

Date of Inspection : **None. Paper determination**

Date of Decision : **10th June 2024**

DECISION

Summary of Decision

1. On 10th June 2024 the Tribunal determined a market rent of £1,150 per month to take effect from 28th March 2024.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 2nd January 2024 the Landlords Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200 per month in place of the existing rent of £900 per month to take effect from 28th March 2024. The notice complied with the legal requirements.
4. On 5th January 2024 the Tribunal received an undated application from the Tenant under Section 13(4) (a) of the Housing Act 1988.
5. On 16th January 2024 the Tribunal case officer wrote to the Tenant requesting a full copy of the Notice and other relevant documents, to be received by 23rd January 2024.
6. No response was received from the Tenant, so the Tribunal issued directions on 5th February 2024 to the effect that the Tribunal was minded to strike out the application unless further representations were received within 14 days.
7. No such representations were received so notice was issued on 26th February 2024 striking out the application.
8. On 5th March 2024 the Tenant contacted the Tribunal by email providing additional documentation and requesting that the case be reinstated.
9. On 23rd May 2024 the Tribunal issued further directions reinstating the application, and on 24th May 2024 issued further directions concerning the submission of documents by the parties.
10. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
11. Both parties submitted papers setting out their respective cases. The papers were also copied to the other party.
12. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 10th June 2024 based on the written representations received.
13. These reasons address **in summary form** the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or

documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

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

The Property

- 14. From the information given in the papers and available on the internet, the property comprises a modern end-terrace house situated within a residential area close to the east coast on the Isle of Sheppey.
- 15. There are few local amenities within easy reach with further facilities in Minster-on-Sea and Sheerness.
- 16. The accommodation is listed as including a Living Room, Kitchen/Diner, 3 Bedrooms and a Bathroom. There are small gardens to front and rear and a Garage.
- 17. The property has central heating from an air-source heat pump, double glazed windows and doors. The Energy Performance Rating is 'E'.

Submissions

- 18. The initial tenancy is said to have begun on 8th April 2018 but the Tribunal was provided with a later agreement dated 7th March 2020 commencing on 28th March 2020 at a rent of £800 per month.
- 19. The Landlord's representations sent to the Tribunal on 4th June 2024 state that the Landlords provide carpets, curtains and a cooker, but no fridge or washing machine. They also state that the property was refurbished in 2017 including a new bathroom, kitchen, carpets, doors, and in 2023 a new air source heating system heating system, solar panels and additional insulation.
- 20. The Landlords also provide photographs of the property within estate agent's particulars and details of similar properties in the area advertised to rent at figures between £1,300 and £1595 per month. They also provide a letter from a local estate agent who provides a short rental estimate for the property of £1,250 per month.
- 21. In her submission the Tenant confirms that an air source heat pump and solar panels were installed in 2023. She also refers to the double-glazed patio door which does not operate properly, to wood rot affecting the front bay window and

states that neither front, nor rear door, can be locked properly. Photographs were provided which confirm the poor nature of the surrounds to the doors and window and mastic falling out above the bay window.

22. The Tribunal was also provided with correspondence relating to reported rent arrears. These are not relevant to the assessment of a market rent for the property.

Consideration and Valuation

23. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
24. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. In such lettings it is normal for the property to be in good condition with carpets, curtains, cooker, fridge and washing machine all provided by the landlord.
25. The personal circumstances of the Parties are not relevant to this issue.
26. Having carefully considered the representations from the parties and associated correspondence, and using its own judgement and knowledge of rental values in the Isle of Sheppey, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,200 per month.
27. However, it was apparent that the property was not in as good a condition as would normally be expected with particular regard to the door and window subframes. The Tribunal decided that a reduction of rent in the sum of £30 per month should be made to reflect this.
28. In addition, the Tribunal needs to reflect the Tenant's provision of a fridge and washing machine. The Tribunal decided that a reduction of £20 per month should be made to reflect this.
29. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship and the Tribunal noted that the delays in the matter coming before it were due to the Tenant having not provided all the relevant documentation when first requested.

Determination

30. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,150 per month.
31. The Tribunal directed that the new rent of £1,150 per month should take effect from 28th March 2024, this being the date specified in the 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 to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
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.