



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

**Case reference** : CHI/00HY/MNR/2024/0114

**Property** : 52 Shaftesbury Road, Wilton, Salisbury,  
Wiltshire, SP2 0DR

**Applicant Tenant** : Mr P Merian

**Representative** : Whites Property Lettings

**Respondent Landlord** : Mr S Phillips

**Representative** :

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

**Tribunal member(s)** : Mrs J Coupe FRICS  
Mr M.J.F Donaldson FRICS

**Date of inspection** : 20 June 2024

**Date of reasons** : 1 July 2024

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**REASONS**

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## Decision of the Tribunal

**On 20 June 2024 the Tribunal determined a Market Rent of £1,005.00 per month to take effect from 1 July 2024.**

## Background

1. By way of an application received by the Tribunal on 5 April 2024 the Applicant tenant of 52 Shaftesbury Road, Wilton, Salisbury, Wiltshire, SP2 0DR (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 5 March 2024, proposed a new rent of £1,150.00 per month in lieu of a passing rent of £500.00 per month, to take effect from 1 May 2024.
3. The tenant submitted an application for registration of a Fair Rent to the Valuation Office Agency on the 27 July 2023. A Fair Rent has not been registered.
4. The tenant appears to occupy the property as an assured tenant by way of succession.
5. On 24 April 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 8 May 2024 and 22 May 2024 respectively, with copies to be sent to the other party. Both parties complied.
7. Having reviewed the submissions, the Tribunal concluded that with the benefit of an inspection of the property, 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. The property was inspected on the morning of 20 June 2024, in the presence of the tenant. The landlord did not attend.
12. The property is a Victorian semi-detached house with accommodation over two floors comprising entrance hall, living room, dining room, kitchen and pantry on the ground floor, and two double bedrooms, a small double bedroom and a bathroom with WC on the first floor. Externally the property has a paved terrace at the front, a steep garden to the rear and a small range of dilapidated outbuildings. No parking. The property is double glazed and has gas-fired central heating. Floor coverings, curtains and white goods are provided by the tenant.
13. The property fronts the A30, a busy through road, on the outskirts of the town and is conveniently located for local facilities and public transport.

### **Submissions – Tenant**

14. The tenants' submissions, excluding consideration of personal circumstances (which are to be disregarded in setting a market rent under the Act), can be summarised as follows.
15. The tenant has carried out extensive works of maintenance and improvement to the property over many decades, completed, he says, on a verbal undertaking with the landlord that the rent would remain modest. Such works include, but are not limited to, the stripping back of plaster to bare walls, dry-lining, re-plastering, replacement ceilings, new kitchen units, provision of white goods, electrical upgrades, replacement bathroom fittings and creation of a shower cubicle in an obsolete airing cupboard, floor coverings, wooden shutters, partial double glazing, replacement internal doors and redecoration throughout.
16. The tenant says that the rent has remained at £500 per month since approximately 1985 and suggests that a reasonable rent, having regard to the works undertaken, is £850 per month.
17. The tenant relies upon two comparable rental properties. The first a two bedroom mid-terraced house in Shaftesbury Road let at £825/pm and the second, a two bedroom semi-detached house in Russell Street let at £900/pm in June 2023.

### **Submissions – Landlord**

18. The landlords' submissions, excluding consideration of personal circumstances which are to be disregarded in setting a market rent, can be summarised as follows.

19. The landlord refers to various improvements and works of maintenance undertaken to the property including the installation of new kitchen units in 2007 (subsequently updated by the tenant), installation of double glazing in 2022, gas central heating boiler and hot water system installed in 2010 and replacement garden fencing in 2021. A number of supporting invoices were provided.
20. The landlord states that the property has been well maintained by the tenant and that no defects have been reported.
21. The landlord values the property at £1,250 - £1,400 per month on the open market and relies upon four comparable properties, each offering three-bedroom accommodation at asking prices ranging from £1,295 - £1,400 per month. An advertising snapshot of each property, with basic details, was provided.

### **Determination**

22. The Tribunal has carefully considered all the submissions before it.
23. 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.
24. 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 on the effective date and in the condition that is considered usual for such a market letting.
25. The Tribunal is required to find the market rent based on the current terms of the tenancy which, in this instance, the Tribunal considers to be an assured tenancy by way of succession. The assured shorthold tenancy, dated 1 May 2014, is therefore disregarded. If the parties are in dispute as to the basis of the tenant's occupation, they will need to refer the matter to the Courts as determination of such issues falls outside the jurisdiction of this Tribunal.
26. The Tribunal does not find the tenant's comparables helpful as both are smaller properties with significantly less accommodation than the subject property, irrespective, as the tenant claims, that the accommodation in each has been modernised.
27. Likewise, the Tribunal does not find two of the landlord's comparables helpful. The first comparable is a bungalow, the market for which, in the Tribunal's opinion, differs significantly to a semi-detached house, and the fourth comparable is a retirement property which again appeals to a different sector of the market. The two remaining comparables, each being modern three-bedroom properties, one an end of terrace and the other a

semi-detached house provides a useful guide to property prices locally however neither are directly comparable to a Victorian house with a steep garden and no private parking.

28. Weighing the parties' comparable evidence against its own expert knowledge as a specialist Tribunal and having regard to the gradient of the rear garden and lack of parking, the Tribunal determined that the open market rent of the property in good tenantable condition, on the basis of an assured shorthold tenancy is £1,300.00 per month.
29. 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.
30. The Tribunal finds that the overall impression of the property is one of being well maintained. The Tribunal finds that the tenant has, at his expense, undertaken works of improvement and maintenance to the property. The Tribunal finds that some improvements were completed in excess of twenty one years ago and other improvements are to the tenant's own personal taste and therefore have no effect on the market value. However, there are undoubtedly a number of tenant's improvement which should be disregarded and, accordingly, an adjustment of £100 from the hypothetical open market rent is made.
31. Additionally, the Tribunal finds that, contrary to a modern open market letting, the tenant provides the floor coverings, window shutters and white goods, for which a deduction of 10% (£130) is made. A further deduction of 5% (£65) is made to reflect the additional responsibilities of the tenant under an assured tenancy, which are weighed against the security provided by such a tenancy.
32. Accordingly, the Tribunal finds the adjusted open market rent to be £1,005 per month.
33. Section 14(7) of the Act provides that the Tribunal may defer the effective date of the revised rent where they consider it appropriate to do so on the grounds of undue hardship. In this instance, the revised rent is more than double the passing rent and the Tribunal therefore considers it appropriate that the effective date is delayed until the date of this decision. Accordingly, the rent of **£1,005.00 per month will take effect from 1 July 2024.**

## **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](mailto: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.