



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

Case Reference : **CAM/00MD/MNR/2023/0113**

Property : **229 Long Furlong Drive, Slough,
SL2 2LY**

Applicant : **Mr Vikas Kumar**

Representative : **none**

Respondent : **Anita Kanwar and Mrs Dhillon**

Representative : **B Simmons and Sons**

Date of Application : **27 July 2023**

Type of Application : **Determination of the Market Rent
Under section 14 Housing Act 1988**

Tribunal : **Mr A. Walder
Ms S. Redmond**

**Date and Venue of
Determination** : **10 January 2024 remote hearing on
the papers following inspection**

DECISION

The market rent as at 11 August 2023 is £1350 per month

This has been a remote hearing which has been consented to by the parties. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents that the Tribunal were referred to are in a bundle, the contents of which have been noted. The order made is described below.

Background

1. On 27 July 2023, the tenant referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1998.
2. The Landlord's notice, which was dated 17 June 2023 proposed a rent of £1500 per month with effect from 11 August 2023 in place of the existing £1300 per month.
3. The tenant and his wife took their tenancy on 9 August 2022.
4. Directions were issued by the tribunal on 23 August 2023.
5. The Parties did not object to the matter being dealt with on the papers following an inspection by the tribunal. Written representations were received from both the Landlord and the Tenant, and they have been fully considered.

The Inspection

6. The Tribunal inspected the property and locality in the morning of 6 November 2023.
7. Long Furlong Drive is a long residential road on the bus network running between Farnham Royal and Burnham. There are not a large amount of amenities in the general vicinity, and the Tribunal did not notice any major shops or other facilities within comfortable walking distance of the property.
8. The accommodation comprised of a small living room and kitchen on the ground floor and two double bedrooms, a bathroom and a very small box room on the first floor. The Landlord characterised this as a three bedroom property, but the Tribunal were not satisfied that description was accurate, since it appeared impossible to get even a single or a pull out bed into the box room, such was its size. It was, at most, an additional storage room, and moreover the Tribunal were unable to identify any space heating device within that room.

9. The property would be accurately described as having very basic décor, and was in a poor condition, especially the bathroom which had clear evidence of mould growth. The double glazing was not recent, the doors to all rooms were warped and sticking when trying to open them, and there appeared to be no working ventilation in the bathroom or kitchen.
10. Outside, there was no off street parking, the rear fences were broken and rotting, as was the porch. The roof was sagging and the paving also required attention.
11. Notwithstanding there was a recently upgraded boiler, the Tribunal were of the opinion that the property was in a relatively poor condition.

The Law

12. In accordance with the terms of section 14 Housing Act 1988, the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
13. In doing so, the Tribunal, 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 the Act.

Valuation

14. The Landlord has sent marketing information for some 6 properties in an effort to show the market rent. However, we have been unable to accept any of these as comparable properties. All of them are 3 bedroom properties, whereas our finding is that the subject property is a 2 bedroom property.
15. Further, many of them have facilities that are not present at the subject property such as off street parking. They all also seem in good condition, unlike the subject property, which would need to be repaired and refurbished if it were to be let at such a rent, and the exact sums agreed by the tenants is not clear, given that these are adverts rather than leases or other evidence of concluded transactions.
16. In all the circumstances, and having consideration of the comparable evidence proved by the parties and of our own expert, general knowledge of rental values in the area, we consider that the open market rent for the property in its current condition would be in the region of £1350 per month.

The Decision

17. The Tribunal therefore determined that 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 is £1350 per month effective from 11 August 2023 in accordance with the landlord's notice.
18. There is no formal application for a deferment on the basis of hardship, and as such the new rent will start in accordance with the Landlord's Notice.

Chairman: Aaron Walder

Dated: 10 January 2024

ANNEX - RIGHTS OF APPEAL 4

i. 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.

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.

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; 5

(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.

