



**Case Reference** : **CAM/26UB/MNR/2023/0108**

**P:PAPERREMOTE**

**Property** : **67 Prospect Road Cheshunt Waltham Cross EN8 9RA**

**Applicant** : **Izabela Pysiak**

**Representative** : **In person**

**Respondent** : **Ms Christiana Shayam**

**Representative** : **Greenhalgh Kerr Solicitors**

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

**Tribunal** : **Mrs E Flint FRICS**

**Date and venue of : 14 February 2024**

**HearingRemote on the papers**

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**DECISION**

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The market rent is £1,500 per month with effect from 1 August 2023.

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## Background

1. On 31 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 1988.
2. The landlord's notice, which was dated 26 June 2023, proposed a rent of £2,300 per month with effect from 1 August 2023 in place of the existing rent of £1,200 per month.
3. The tenant occupies under a periodic tenancy which commenced on the expiry of a tenancy from 18 August 2015.
4. Directions were issued by the tribunal on 9 August 2023.
5. Prior to the hearing both the landlord's agent and the tenant sent their submissions to the tribunal and copied them to the other party.

## The Evidence

6. The tenancy agreement was dated 1 August 2015, the rent being due on the 1<sup>st</sup> of each month although possession was not available until 18 August 2015. The agreement provides that the house may only be occupied by the tenant and her two children.
7. The tenant covenanted in the agreement *"to keep and maintain the property and appurtenances in good and sanitary condition and repair .... Repair of or replacement of anything in the house ... including shower unit, heating, oven, hob, fridge freezer, washing and drying machine, doors, windows, garage, locks and or anything further in the house."*
8. The Landlord accepted responsibility for the exterior of the property excluding the windows, doors, garage, driveway and drainage system.
9. The tenant in written submissions stated that she had fixed the gas fired boiler, made the electrics safe to use, fixed the leaking roof, provided a new oven, dishwasher and washing machine.

10. She stated that the house was not in good order, there were exposed electrical cables, no carbon monoxide or fire alarms and the gas boiler had not been checked for eight years. The garage was used by the landlord for storage, she had no access to it.
11. The landlord stated that fire alarms had been fitted by the fire service and inspections would have taken place recently if the tenant had granted access.
12. The rent had not been increased since the beginning of the tenancy whilst the landlord was working abroad. The landlord provided a schedule of comparables including small flats, three bedroom houses at rents of £1800 to £2,000 per month and four bedroom houses at rents from £2,100 to £2,500 per month, the latter for a detached house and a five bedroom three bathroom house at £2,700 per month.

### **The inspection**

13. I inspected the house on 9 October 2023. It is situated on a residential estate of similar houses constructed c1970 approximately half a mile to local shops and a little over a mile to the rail station.
14. The property is a semi-detached two storey house plus loft conversion with attached garage, access from inside the house to the garage was boarded over.
15. The accommodation comprises on the ground floor a kitchen to the front: the units and gas hob are dated, there was evidence of an old water leak on the ceiling. The living/dining room was situated to the rear of the property had patio doors leading to the rear garden. The landlord had supplied laminate flooring. There were three bedrooms on the first floor, two with built in wardrobes and a bathroom/wc with separate shower cubicle. The handle on the side window in the rear left bedroom was missing. The loft conversion provided a fourth bedroom. There was damp adjacent the window and the wash basin was not securely attached to its pedestal.

### **The law**

16. 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.
17. 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**

18. In coming to my decision, I took into account the rental comparables provided by the landlord.
19. I determined that the open market rent of the property as at 1 August 2023 would be £2100 per month if the house was in good condition and let on the usual terms and conditions of assured shorthold lettings on the open market. This reflected the fact that this was originally a three bedroom house, the tenant does not have use of the garage and the higher rents paid for four bedroom houses provided by the landlord were for superior properties with better internal accommodation.
20. However, the property is somewhat dated and the terms and conditions are more onerous than is usual for such a tenancy. Taking these matters into account I determine that the open market rent as at 1 August 2023 was £1,400 per month.

### **The decision**

21. The rent of £1,400 per month is effective from 1 August 2023 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 14 February 2024

### **ANNEX - RIGHTS OF APPEAL**

- 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. 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.