



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

Case Reference : **CAM/00KA/MNR/2023/0149
P:PAPERREMOTE**

Property : **29A Dawlish Road Maidenhall Luton
LU4 9SD**

Applicant : **Mr Ali Ibrahim**

Respondent : **Mohammed Yousaf**

Representative : **Apex Sales and Lettings**

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

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **15 December 2023
remote on the papers**

DECISION

The market rent is £850 per month with effect from 1 November 2023.

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Background

1. On 19 October 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 September 2023, proposed a rent of £900 per month with effect from 1 November 2023 in place of the existing rent of £750 per month.
3. The tenant occupies under a periodic tenancy which commenced on the expiry of a tenancy for twelve months from 1 July 2019.
4. Directions were issued by the tribunal on 19 October 2023.
5. Prior to the hearing both the landlord and tenant sent their submissions to the tribunal and copied them to each other.

The Evidence

6. In written submissions the tenant stated that the flat was situated in a ground floor extension to the main house. There were no separate meters for the gas and electricity. The windows in the kitchen and bedroom did not close properly which was a security issue. Also, the waste water continued to leak into the street: he had reported these matters in the past. There was another infestation of rodents.
7. Mr Ibrahim confirmed that the rent included the cost of utilities, the cost of which had not been itemised until the landlord served this latest section 13 Notice.
8. The landlord's agent provided a brief description confirming that the flat is centrally heated and double glazed and that the landlord had supplied the carpets and white goods. The flat also had the benefit of off street parking.
9. It was stated that similar properties where the rent did not include the cost of utilities were available to rent for £900 per month. Brief details of a flat in Larkspur Gardens at an asking rent of £900 per month were provided.

The law

10. 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.
11. 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

12. In coming to my decision, I relied on the rental comparable provided by the landlord and my own general knowledge of flats in Luton. The landlord's comparable was situated in a modern purpose built block. The asking rent of £900 per month is in line with other well appointed flats within modern purpose built blocks.
13. However, it is not disputed that there are issues with the windows and drainage at the subject property. In my opinion these matters would affect the market value of the flat, particularly as it is on the ground floor. I determine that the open market rent of the property as at 1 November 2023 is £850 per month.

The decision

14. The revised rent of £850 per month will take effect from 1 November 2023 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 15 December 2023

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;
- (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 to 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.

