



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

Case reference : **CAM/00KA/MNR/2023/0125**

Property : **20 Sherwood Road, Luton, LU4
8LG**

Applicant : **Hasibur Rahman and Rabeya
Akhter**

Respondent : **Khalid Hamid**

Represented by : **Promptmove Limited**

Type of application : **Section 14 of the Housing Act 1988
Determination of market rent
payable.**

Tribunal member(s) : **Tribunal Judge Bernadette
MacQueen**
: **Tribunal Member Marina Krisko,
FRICS**

Date of decision : **20th November 2023**

DECISION

Decision:

1. The Tribunal determined a rent of **£1550** per calendar month to take effect from **3rd October 2023**.

Reasons

Background

2. The Landlord by a notice in the prescribed form dated 22nd May 2023 proposed a new rent of £1750 per calendar month to be effective from 3rd October 2023. On 14th September 2023 the tenant referred the

Notice to the Tribunal. This was in lieu of the previous rent of £1400 per calendar month.

3. Parties were requested to complete a pro forma supplying detail of the accommodation on a room-by-room basis, the features of the property (central heating, white goods, double glazing, carpets and curtains) and other property attributes and any further comments that they may wish the tribunal to take into consideration. This could include any repairs and improvements that had been made, any comments on the condition of the property.
4. They were invited to include photographs and provide details of any rents for similar properties that they wished to rely on.
5. The determination would take place based on the written submissions from both parties unless either party requested an inspection of the property or a hearing. A reply form was submitted by the landlord. Parties have not requested a hearing.

The Property

6. The property is a three-bedroom semi-detached house of brick construction, with a tiled roof, bay window, central heating and double-glazed windows and door.
7. The accommodation comprises two living rooms, kitchen, three bedrooms, a first-floor bathroom and a downstairs toilet and wash basin. On the landlord's reply form dated 13th October 2023 a fourth bedroom measuring 5 foot by 9 foot is identified. However, given the size of this room, the Tribunal has not included this as a bedroom.
8. The double glazing and central heating has been provided by the landlord.
9. There is a garden and off-street parking.

The Tenancy

10. The tenancy commenced on 16 September 2022 and a copy of an assured shorthold tenancy agreement dated 16 September 2022 was provided. The tenancy term was for an initial period of 12 months at £1400 per calendar month and a statutory tenancy on the terms of the written agreement appears to have arisen from 16 September 2022. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations.

The Law

11. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might

reasonably be expected to be let in the open market by a willing landlord under an assured periodic tenancy-

- (a) 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 rent) are the same as those of the subject tenancy
12. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall disregard –
- (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
 - (c) any reduction in the value of the dwelling-house due to the failure of the tenant to comply with any terms of the subject tenancy.

Representation – Tenant

13. The tribunal has not received any written representations from the tenant. The application form completed by the tenant confirmed the details of the accommodation and features of the property.

Representations – Landlord

14. The landlord completed the Reply Form and confirmed that the carpets, curtains and white goods were provided by the landlord.
15. Rentals for similar properties (comparables), were not provided by either party.

Determination

16. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. It does not take into account the present 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 existing rent. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the landlord or the tenant.
17. The Tribunal assesses a rent for the Property as it is on the day of the hearing disregarding any improvements made by the tenant but taking into account the impact on rental value of disrepair (if any) which is not due to a failure of the tenant to comply with the terms of the tenancy.

18. The property is described at paragraphs six to nine above.
19. Neither party has provided comparables, therefore the Tribunal has had to have regard to its own knowledge and experience. It determines that the open market rent of a property in good condition for its age and type would be around £1550 per month.
20. The Tribunal then considers making any deduction to reflect the condition of the property and any improvements made by the tenant. The Tribunal has not been provided with any information to justify any deduction being made.
21. The Tribunal therefore arrives at the figure of £1550 per calendar month for rent for the property commencing 3rd October 2023.

Tribunal Judge Bernadette MacQueen

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

