



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

Case reference : **CAM/00MX/MNR/2023/0164**

Property : **54 Hughenden Avenue, High
Wycombe, Buckinghamshire,
HP13 5SJ**

Applicant : **Justyna Solinska**

Respondent : **Zain Choudray - c/o Horwood &
James LLP**

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

Tribunal member(s) : **Judge Bernadette MacQueen
Mr Roland Thomas, MRICS**

Date of decision : **15 January 2024**

DECISION

Decision:

1. The Tribunal determined a rent of **£1,700.00** per calendar month to take effect from **1 December 2023**.

Reasons

Background

2. The Landlord by a notice in the prescribed form dated 20 October 2023 proposed a new rent of £1,700.00 per calendar month (pcm) to be effective from 1 December 2023. This was in lieu of the previous rent of £1,100.00 pcm. The Tenant referred the Notice to the Tribunal.

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, and any comments on the condition of the property.
4. Parties were also 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 information received from both parties. The Tribunal confirmed in Directions dated 30 November 2023 that it did not intend to hold an oral hearing unless either party requested this.
6. As the parties did not request a hearing, this determination has been made on the basis of the written information received namely the application form, Landlord's notice proposing new rent, the tenancy agreement dated 1 July 2022, and the reply form from the Landlord, which included details of rentals for similar properties (comparables).

The Property

7. The property is a three bedroomed semi-detached house of brick construction with a tiled roof.
8. The accommodation comprises a living room, kitchen, three bedrooms and a bathroom.
9. The property has double glazing and central heating, both provided by the Landlord.
10. There is a garden at the property as well as a garage.
11. The white goods (cooker, washing machine and fridge) have been provided by the Landlord as have the carpets and curtains.
12. The Tribunal has not been made aware of any issues with the condition of the property. The Tenant confirmed in the application form that improvements that were not the responsibility of the tenants have been completed by the tenants. This work was maintenance to the garden to remove nettles and weeds, sanding and repainting of balustrades, refurbishment of back bedroom (including skimming walls, electrics, radiator, refurbishment and painting), removal and reapplication of silicon and removal of mould in the bathroom and replacement of taps and showerhead. Finally, the Tenant stated that the landlord covered the cost of some of the units and worktops for the kitchen refurbishment but all other costs were covered by the Tenant.

The Tenancy

13. The tenancy agreement commenced on 1 August 2022 and a copy of the tenancy agreement was provided. The tenancy term was for an initial period of 12 months at £1,100.00 pcm and a statutory tenancy on the terms of the written agreement appears to have arisen from 1 August 2023. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations.

The Law

14. 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
15. 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.

Representations – Tenant

16. The Tenant completed the application form, but no other representations were received.

Representations – Landlord

17. The Landlord completed a reply form dated 11 December 2023, and included an email from Thara Properties Lettings Department dated 8 December 2023 and a Property Report (undated) from Chancellors Property. Two comparables were also attached which showed rents for a three bedroom semi-detached house of between £1,800 and £2,000 pcm.

Determination

18. 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 in arriving at the rental level.
19. 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.
20. The Tribunal has had regard to the comparables provided by the landlord, although is aware that these are asking rents. The Tribunal has also had regard to its own knowledge and expertise.
21. Taking all the matters outlined into account, the Tribunal assesses the open market rent of the property in the condition that it would be expected to be let on the market at £1,700 per calendar month, with no further deductions being applicable. This rent is to take effect from 1 December 2023.

Tribunal Judge Bernadette MacQueen

15 January 2024

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 on a point of law 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).