



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

Case Reference : **CHI/00HB/MNR/2024/0120**

Property : **20 St Edyth's Road
Sea Mills
Bristol
BS9 2ES**

Applicant Tenants : **Mr G and Mrs V Savy**

Representative : **None**

Respondent Landlord : **Ms Lynn du Toit**

Representative : **Edison Ford**

Type of Application : **Determination of a Market Rent sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **Mr I R Perry FRICS
Ms C D Barton MRICS
Mr N I Robinson FRICS**

Date of Inspection : **None. Paper determination**

Date of Decision : **1st July 2024**

DECISION

Summary of Decision

1. On 1st July 2024 the Tribunal determined a market rent of £1,765 per month to take effect from 1st July 2024.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 27th March 2024 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,150 per month in place of the existing rent of £1,350 per month to take effect from 7th May 2024. The notice complied with the legal requirements.
4. On 28th March 2024 the Tenants applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued directions on 10th May 2024 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. Both parties submitted papers by the specified dates setting out their respective cases. The papers were also copied to the other party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 1st July 2024 based on the written representations received.
9. These reasons address **in summary form** the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal 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, in respect of council tax 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.

The Property

10. From the information given in the papers and available on the internet, the property comprises a double fronted semi-detached house within a residential area of Bristol, about 5 miles north-west of the city centre.
11. There are local shops supplying day-to-day requirements and a full range of amenities within the city.
12. The accommodation is listed as including a Hall, 2 Living Rooms, Dining Room, Kitchen, Shower Room with WC all at ground level, 4 Bedrooms and a Bathroom at first floor level and an additional Loft Room at second floor level. Outside there are gardens and a garage.
13. It is stated that the property has gas-fired central heating and double glazing. The Energy Performance rating is 'E'.

Submissions

14. The initial tenancy began on 7th June 2018 at a rent of £1,250 per month. The Tribunal was provided with a tenancy agreement dated 7th July 2019 when the rent was £1,325 per month. Carpets, curtains and a cooker are provided by the Landlord.
15. The Landlord's Agent states that there are no defects or repair issues, that the Shower Room was recently regouted, that the Bathroom is approximately 10 years old, and the Kitchen is approximately 15 years old.
16. The Agent further contends that the Railway Station is 0.7 miles away and that the property is in a sought-after location where there is a high demand for rented property.
17. The Agent provided the Tribunal with photographs which date from the initial inventory taken in 2018 which show the property in fair condition and refers to 3 comparable rented properties in the area advertised to rent at £2,500 per month, £2,350 per month and £2,700 per month.
18. The Tenants provided the Tribunal with a copy letter from Bristol City Council Housing Team to the Landlord dated 11th January 2024 headed "Health Hazards" which refers to damp and mould within the property, the lack of fixed space heating in a number of rooms, disrepair to rainwater goods, a reported leak from the ground floor WC, a leak to the garage, recurring blockages to the foul drainage system, damp penetration around a velux window, a door which cannot be closed properly and loose/cracked brickwork to the front elevation close to the entrance door.
19. The Tenants provided photographs taken between December 2023 and 6th June 2024 which illustrate these points and show the property to be generally in poor condition.
20. The Tenants also provided details of a similar property to let in the same road for £2,500 per month which, from the Agent's particulars, is in much better condition than the subject property. The Tenants also provided details of other

4-bedroomed properties advertised to let for rents between £1,600 per month and £1,800 per month.

21. In addition to the repair issues highlighted by the Housing Officer the Tenants say that they fitted a new cooker, that the heating/hot water system is 30 years old and has failed on a number of occasions, that the kitchen units are second hand, that the bathroom sink is cracked, a front reception has bare floorboards, the décor is old, the front door is bowed, areas of carpet show damage by rats and that a representative from the Agent stated that the property is in need of extensive refurbishment.
22. In their submission to the Tribunal the Tenants requested that the new rent fixed by the Tribunal should only take effect from the date of the Tribunal's decision. Mrs Savy stated that if the new rent applied from the earlier date she would be in arrears and unable to pay the backdated rent which would cause her hardship. She explained that she is a registered carer for her autistic child and is in receipt of benefits.
23. The Landlord made no additional representation regarding the date that the new rent should be effective from.

Consideration and Valuation

24. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
25. The Tribunal is required to determine 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. The personal circumstances of the Parties are not relevant to this issue.
26. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Bristol, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £2,300 per month.
27. However, the property is not let on the basis that is normally required to command such a rent with the Tenants providing white goods, and the condition of the property has deteriorated over time such that extensive repair and maintenance is required by the Landlord.
28. Using its experience the Tribunal decided that the following adjustments should be made:

Tenants' provision of white goods	£70
External repair and decoration	£75
Electrical wiring	£50
Plumbing hot water and heating	£75
Damp and rainwater goods	£25
Dated bathroom	£30

Dated kitchen	£70
Defective windows	£40
Carpets and curtains	£100
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TOTAL per month	£535

Determination

29. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,765 per month.
30. Given the submission from the Tenant about hardship and the considerable increase in the rent the Tribunal decided that the new rent of £1,765 per month should take effect from 1st July 2024, this being the date of the Tribunal's decision.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.