



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

Case Reference : **CHI/21UF/MNR/2024/0133**

Property : **Flat 4
58 Gibbon Road
Newhaven
East Sussex
BN9 9EP**

Applicant Tenant : **Mr L Dodgson**

Representative : **None**

Respondent Landlord : **L & H Harris**

Representative : **Luke Harris Residential Ltd**

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

Tribunal Members : **Mr I R Perry FRICS
Mr S J Hodges FRICS
Mr M C Woodrow MRICS**

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

Date of Decision : **23rd July 2024**

DECISION

Summary of Decision

1. On 23rd July 2024 the Tribunal determined a market rent of £900 per month to take effect from 20th June 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 24th April 2024 the Landlords served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £960 per month, in place of the existing rent of £840 per month, to take effect from 20th June 2024. The notice complied with the legal requirements.
4. On 9th May 2024 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988. The application was received by the Tribunal on 21st May 2024.
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 5th June 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. The Landlords' Agent submitted papers by the specified dates setting out their respective case. The papers were also copied to the Tenant. The Tenant made no further representations.
8. On the 18th July 2024 the Landlord's Agent made a Case Management Application to submit new evidence of repairs carried out to the floors in the Bathroom and Kitchen, with supporting photographs.
9. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 23rd July 2024 based on the written representations received.
10. 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

11. From the information given in the papers and available on the internet, the property comprises a first floor flat in a purpose-built block of flats situated within a residential area on the southern side of Newhaven.
12. There are local shops supplying day-to-day requirements with further facilities throughout the town.
13. The building is of modern brick or block construction with a tiled roof. The Energy Performance Rating is 'D' and refers to electric storage heaters and double-glazed windows.
14. The accommodation comprises a Hall, Living room, Kitchen, Bedroom and Bathroom with WC. Outside there is a single nominated parking space.

Submissions

15. The Tribunal was provided with a copy of a tenancy agreement dated 20th March 2008 when the Landlords were a Mr Lampon and Ms Lampon-Monk. The rent was £480 per month.
16. With his original application to the Tribunal on 9th May 2024 the Tenant refers to repair issues with the window units, including 'blown' panes and broken handles, some rotten areas to floors in the bathroom and kitchen, a doorbell which does not work, and a fault with the shower screen. In addition, the Tenant refers to some mould in the bathroom.
17. The Landlords statement dated 18th June 2024 says that carpets are included but not curtains and that no white goods are provided.
18. The Landlords' Agent states that having received a copy of the Application from the Tenant, he arranged for a contractor to attend the property on 11th June 2024. He says that the contractor confirmed that repairs are required to the floors in the kitchen and the bathroom, that the shower screen does not fit the bath properly and that whilst the window frames are satisfactory, there are some 'blown' window units. The doorbell does not work because the Tenant has removed the battery.
19. With the Case Management Application dated 18th July 2024, the Landlord's Agent includes photographs of the floors in the Bathroom and Kitchen which show that new flooring has been laid. The repairs to 'blown' windows remain outstanding.
20. The Tribunal was provided with details of properties to rent in the area ranging from £950 to £995 per month.

Consideration and Valuation

21. 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.

22. The Tribunal then considered the Case Management Application which was received after the date for submissions specified in the Directions. Photographs attached clearly show that the floors to both kitchen and bathroom had been repaired and new coverings fitted. In the circumstances the Tribunal decided to accept this additional evidence.
23. 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.
24. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Newhaven, 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 £975 per month. Such a letting would normally require the Landlord to provide carpets, curtains and white goods.
25. In this case the Tenant provides white goods and curtains and there remain several repair issues that might easily have been remedied before the notice of increase was served had more regular inspections been carried out.
26. Using its experience the Tribunal decided that the following adjustments to the notional open market rent should be made:

Tenant's provision of white goods	£30
Tenant's provision curtains	£20
General disrepair	£25
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TOTAL per month	£75
27. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination

28. 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 £900 per month.
29. The Tribunal directed that the new rent of £900 per month should take effect from 20th June 2024, this being the date specified in the notice.

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 rpcsouthern@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.