



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

**Case Reference** : **CHI/00HB/MNR/2024/0142**

**Property** : **44 Turtlegate Avenue  
Bristol  
BS13 8NW**

**Applicant Tenants** : **Mr I Edwards & Ms D White**

**Representative** : **None**

**Respondent Landlord** : **Mr P & Mrs L Todd**

**Representative** : **None**

**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 S J Hodges FRICS**

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

**Date of Decision** : **31<sup>st</sup> July 2024**

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**DECISION**

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## **Summary of Decision**

1. On 31<sup>st</sup> July 2024 the Tribunal determined a market rent of £1,200 per month, to take effect from 1<sup>st</sup> July 2024.

## **Background**

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlords' notice of increase of rent by the Tenants pursuant to sections 13 and 14 Housing Act 1988.
3. On 25<sup>th</sup> May 2024 the Landlords served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200 per month, in place of the existing rent of £950 per month, to take effect from 1<sup>st</sup> July 2024. The notice complied with the legal requirements.
4. On 1<sup>st</sup> June 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 5<sup>th</sup> July 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 and Tenants both submitted papers which had been copied to the other parties.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 31<sup>st</sup> 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 semi-detached house with accommodation comprising a Porch, Living Room, Kitchen, 3 Bedrooms and Bathroom with WC. There is a garden to the rear and a large garden shed. The front garden has been surfaced to provide off-road parking.
11. The property appears to have been built in the post-war period and is within an area of similar houses on the southwest outskirts of Bristol. There are local shops providing day-to-day requirements and a full range of amenities within the city.
12. The Energy Performance Rating was 'D' but the certificate has expired.

### **Submissions**

13. The initial tenancy began on 23<sup>rd</sup> November 2017 at a rent of £900 per month.
14. The Landlords state that the property has gas-fired central heating and double-glazed windows, and that the carpets were new at the beginning of the tenancy. A cooker is included, new in 2023, but no fridge or washing machine and the curtains are supplied by the Tenants.
15. The Landlords state that they have carried out a number of repairs and replacements during the tenancy and essential work to the garden as a gesture of goodwill, despite this being the Tenants responsibility.
16. The Landlords state that a local agent considers the open market rent to be £1,400 to £1,500 per month. Particulars of two comparables were provided. Another agent has advised a rental figure of £1,500 to £1,600 per month.
17. Photographs taken at the start of the tenancy show it to be reasonably well appointed and in good order.
18. The Tenants refer to some dampness at the top of a wall in one Bedroom and in the Bathroom. They suggest a rent of £1,000 per month

### **Consideration and Valuation**

19. 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.
20. 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. Such a letting would usually include carpets, curtains, cooker, fridge and washing machine to be included.

21. The personal circumstances of the Parties are not relevant to this issue.
22. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in south 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 £1,300 per month.
23. However, the property is not let on a basis or in condition to justify such a rent and some adjustments are necessary to reflect some internal dampness and the Tenant's provision of curtains and some white goods.
24. Using its experience the Tribunal decided that the following adjustments should be made:

|                                   |            |
|-----------------------------------|------------|
| Tenant's provision of white goods | £30        |
| Tenant's provision of curtains    | £30        |
| Internal dampness                 | <u>£40</u> |
| <br>                              |            |
| TOTAL per month                   | £100       |

### **Determination**

25. 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 £1,200 per month.
26. The Tribunal directed that the new rent of £1,200 per month should take effect from 1<sup>st</sup> July 2024, this being the date specified in the notice.
27. The Tenants made no representation that the starting date for the new rent specified in the Landlords' notice would cause the Tenants undue hardship.

### **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](mailto: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.