



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

Case Reference : **CAM/00KB/MNR/2024/0023
P:PAPERREMOTE**

Property : **Flat 3 23 Chaucer Road Bedford
MK40 2AJ**

Applicant : **Lori Rae Greaves**

Respondent : **Mary Garland**

Date of Application : **30 January 2024**

Type of Application : **Determination of the market rent
under Section 14 Housing Act 1988**

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **2 April 2024
remote on the papers.**

DECISION

The rent payable from 31 January 2024 is £550 per month.

This has been a remote hearing on the papers which has been consented to by the Applicant and not objected to by the Respondent. A face to face hearing was not held because it was not practicable, no-one requested the same, and all the issues could be determined on the papers. The documents that I was referred to were in a bundle, the contents of which I have recorded.

Background

1. On 30 January 2024 the tenant of the above property referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice proposed a rent of £725 per month with effect from 31 January 2024 is dated 7 December 2023.
3. The tenancy is a periodic tenancy which commenced following the expiry of a tenancy for six months from 31 July 2019.

Evidence

4. The tribunal received written representations from the tenant and these were copied to the landlord, no representations were made by or on behalf of the landlord.
5. The tenant stated in April 2023 the rent on another one bedroom flat in the building had been increased to £600 per month: it was in better condition and did not suffer from mould and damp.
6. The tenant described the flat in some detail, listing the defects which were illustrated in a number of photographs and supported by a letter from the Environmental Health Officer who had inspected the flat following a complaint from the tenant that the landlord had not responded to many complaints lodged over an extensive period of time.
7. The flat is on the first floor of a Victorian end terrace house converted into flats. The rear garden which is accessed off Milton Road provides car parking on an unallocated basis. The flat comprises two rooms, kitchen and bathroom/wc. It is centrally heated, the bathroom window is a double glazed unit, other windows are single glazed plus secondary glazing. The landlord had supplied the white goods and carpets.
8. The tenant stated that there was mould and dampness throughout the flat, this was particularly evident on the external walls. The edge of the bath was rusty, there were broken panes in the bedroom and kitchen which preceded the tenancy and had not been repaired. An electrical socket was hanging off the wall in the kitchen. There were lots of pipework visible below the wall mounted boiler in the kitchen. The decorations were in poor condition and no making good had been carried out after cracks in the bedroom wall had been filled. She had painted some areas with mould inhibiting paint.
9. The letter from the Environmental Health officer required the landlord to repair or replace the extractor in the bathroom, secure the electric socket in the kitchen and employ a contractor to investigate the damp throughout the flat and carry out any necessary remedial work.

10. Neither party requested a hearing at which oral representations could be made.

The law

11. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.

12. In so doing I am, as required by section 14(1), to ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

Valuation

13. In coming to my decision, I had regard to the evidence supplied by the tenant and my own general knowledge of market rent levels in the area of Bedford. I have taken into account that the flat is located within a residential street which is a bus route, approximately half a mile from the station and a little under a mile from the town centre.

14. I determined that if the flat were modernised and in good repair and let on the open market on normal terms and conditions, it would attain a rent of £700 per month.

15. However, the flat suffers from a number of defects as evidenced by the tenant and the Environmental Health officer. The defects would affect the rental value of the flat.

The decision

16. I concluded that the rent at which the property might reasonably be expected to be let on the open market in its current condition would be £550 per month.

17. This rent will take effect from 31 January 2024 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 2 April 2024

ANNEX - RIGHTS OF APPEAL

- i. 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 should be made on Form RP PTA available at

<https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

- ii. 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.
- iii. 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.
- iv. 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. Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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;

I. (b) which begins at the beginning of the new 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 to 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 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 of the dwelling-house concerned or are payable under separate agreements....

