



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

Case Reference	:	CAM/00MB/MNR/2024/0064
Property	:	17 The Crescent Inkpen Road Kintbury Hungerford Berks RG17 9TZ
Applicants	:	Miss Emma Poulton (Tenant)
Representative	:	None
Respondent	:	Sovereign Housing Association Ltd (Landlord)
Representative	:	None
Type of Application	:	Section 13(4) Housing Act 1988
Tribunal Members	:	Mr N Martindale FRICS
Date and venue of Hearing	:	21 June 2024 (on Papers) Cambridge County Court, 197 East Road, Cambridge CB1 1BA
Date of Decision	:	21 June 2024

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal received an application dated 26 February 2024 from the tenant of the Property, regarding a notice of increase of rent, served by the landlord, under S.13 of the Housing Act 1988 (the Act).

- 2 The notice, dated 12 January 2024, proposed a new rent of £178.98 per week with effect from and including 1 April 2024. The passing rent was stated in the notice, as £166.18 per week from an earlier date.
- 3 The tenancy is an assured shorthold periodic weekly tenancy dating from 29 June 2018. A copy of the tenancy and of the landlord's Notice was provided.

Inspection

- 4 The Tribunal was intending to inspect the Property internally on 17 June 2024 but, the arrangement had to be cancelled in the morning of that day. The Tribunal therefore invited both parties to file additional photographs of the Property to be received by 21 June 2024. The tenant filed some 65No. such pictures. These mostly showed the interior living spaces; but also included some of exterior walls, roof finishes and external areas, as well as other from within the roof space.
- 5 The Tribunal also prior viewed the exterior from a Google Street View image of the Property as seen from the public road (taken @ November 2010). The Property is a semi-detached house and appears to date from the 1960's. It forms part of a small rural housing estate within a village setting. Houses nearby are of similar construction, age and layout.
- 6 The external face of the walls is rendered and decorated, over a likely solid brick and/or block. It did not appear to be System Built housing. There is a double pitched main roof with a large hip roof to the front elevation, over the house. It's finished to a concrete single lap roof tile covering which does not appear to be original but it was unclear how old it was. There are private front and enclosed rear gardens. There are on road parking restrictions.
- 7 The Property accommodation is on two levels. Ground: living room, kitchen; First: bathroom wc and 3 bedrooms. Windows are double glazed units and there is full gas fired central heating; both provided by the landlord.
- 8 The Property was said to be let without carpets, curtains, nor were white goods or furniture included. The tenant provides all of these.

Directions

- 9 Directions, dated 25 April 2024, for the progression of the case, were issued by Case Officer Diana King. Neither party requested a hearing, but the tenant requested an inspection by the Tribunal.

Tenant's Representations

- 10 The tenant filed a standard Reply Form together with details supplied in their initial application form. They also made a longer statement and

provided copies of other correspondence with the landlord regarding the condition of the Property and health effects of this on the tenant and their family. The tenant initially provided a dozen or so photographs with their original case submission showing parts of the Property where there were said to be defects. The Tribunal did not reach the Property on the day of the intended inspection and relies instead on paper and emailed documents from the parties and the later photographs received from the tenant. The Tribunal did not receive any photographs from the landlord.

- 11 Damp was said to be an issue, particularly in at least two of the bedrooms. The causes appeared to include; water leaking through a hole in part of the main roof possibly adjacent to the chimney breasting; water condensing on the underside of non breathable felt; water leaking from a first floor hot water storage tank; warmer moist air cooling on cold external walls with low thermal insulation values and low air flows, often behind furniture or adjacent to window cold bridging. Though damp was especially a factor on the first floor it also appeared to affect areas of ground floor rooms with low air flows.
- 12 Initial photographs as well as later ones from the tenant, showed for example: 1. A leak of rainwater down the outside of the top part of the chimney stack but, within the roof void, suggesting defective flashing to part of the roof, outside. 2. The main roofing felt appeared to have impermeable 'slaters felt', rather than the more modern breathable "Tyvek" type. 3. Damp patches were shown at low level areas of the wall around the staircase and in bedrooms behind furniture.
- 13 The tenant set out in their Reply Form a written statement of the details of issues of damp room by room:
- 14 Living Room: was newly decorated in 2023 but, showed wall damp around the windows (replaced 2023), from a first floor water tank leak, chimney breast damp. It was being dried out by a dehumidifier.
- 15 Kitchen: was being decorated 2024, the window to be replaced, the tenant had replaced a landlord's defective larder unit and other kitchen units but, these works had been held, pending the current dispute the tenant had with the landlord about damp. It was being dried out by a dehumidifier.
- 16 Bedroom 1: the largest bedroom was not being used owing to damp and mould which had affected the tenant's chattels and furniture in there in particular. It required redecorating. It was being dried out by a dehumidifier.
- 17 Bedrooms 2: the smallest bedroom. It was used but suffered from and was being treated in, the same way as issues in Bedroom 1. A crack to the wall by the chimney breast was developing.

- 18 Bedroom 3: decorated in 2023 but, the same damp and mould issues to the main external walls and the chimney breast, were as in Bedroom 2.
- 19 Bathroom: decorated in 2023 but, the same damp and mould issues to the main external walls and ceiling since the (main ?) roof replacement. The floor moved. There was no extraction fan, nor height for a shower. The tenant had replaced some fittings there, at their own expense.
- 20 WC: decorated in 2023 but, the same damp and mould issues.
- 21 External: there were cracks to a cast concrete path, causing trip hazards and the puddling of surface water by the entrance gate. All garden boundary fencing had been provided, paid for and installed as stated by the tenant. There appeared to be at least one scaffold rise outside part of the Property, when the photographs were taken.
- 22 The tenant did not submit any rents evidence.

Landlord's Representations

- 23 The landlord accepted that the house required wall insulation but, for reasons, undisclosed by them, this house had not be insulated like many of the neighbouring properties owned by this landlord, some years ago. This sometimes happens where a longstanding tenant at that time, declines the installation, owing to the inevitable temporary disturbance from completing such work, to their occupation of a house.
- 24 Wall insulation upgrade work was said now to be planned to the whole Property by the landlord in the near future but, there was no firm date. The roof appeared to need additional ventilation to remove moisture build up but, proposals were unclear and when it would happen. There was some external scaffolding present.
- 25 The damp and mould growth was reported as causing significant health issues for the tenant and her family. There was an ongoing complaint by the tenant and dispute with the landlord, principally over the Property condition inside and when and how it might be remedied by the landlord. The landlord appeared to accept the damp and mould issues and the affect on the tenant of their enjoyment of the house. However at the date of hearing of the application by the Tribunal, this was unresolved.
- 26 Neither the landlord nor their representative intended to attend the Tribunal's internal inspection; which did not proceed as set out above.
- 27 The landlord completed a standard Reply Form. The essential details provided, matched those in the tenants Reply Form.
- 28 The landlord provided a longer statement, of 15 May 2024, to the Tribunal. The landlord clarified that the tenancy is *"let at a social rent which can typically be between 40-70% of the market rent and is a*

base figure calculated by a formula set by government and referred to as formula rent. The base figure is then uplifted annually in accordance with current social rent increase legislation in place.”

- 29 They continued: *“When the tenancy commenced on 2 July 2018 the rent was £144.58 per week. The rent has been increased on four occasions since then (not including the proposed increase from April 2024). The rent was also decreased on one occasion, in April 2019, in line with the Welfare Reform and Work Act 2016.”*
- 30 *“The last rent was £166.18 per week. The new proposed rent from 1 April 2024 is £178.98 per week, an increase of 7.7%. This increase is based on the current policy statement on rents for social housing issued by government that rents can increase this year by the previous September Consumer Price Index (‘CPI’) plus an additional 1%. The CPI for September 2023 was 6.7%.”*
- 31 The landlord included a ‘*Property Assessment Report*’ from Rightmove, of 29 April 2024, prepared specifically for this Tribunal. For this exercise, alone, the landlord rated the condition of the Property as ‘poor’, this was said to be, *“so a comparison can be made on a worst case scenario basis.”* They continued. *“This report shows that the estimated market rent for a comparable unfurnished property in poor condition is £1455 per calendar month.”* The Tribunal noted that this equated to £336 pw, as the landlord’s view of the market rent for this Property at the valuation date of April 2024.
- 32 The Tribunal is grateful for and has carefully considered such written representations from both parties and the photographs, particularly the 11No. batches of same, as it received, from the tenant.

Law

- 33 In accordance with the terms of S.14 of the Act the Tribunal is required to determine the rent at which it considers the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant’s improvements and any decrease in value due to the tenant’s failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that it is in a reasonable internal decorative condition.

Decision

- 34 Based on the Tribunal’s own general knowledge of market rent levels in Hungerford and surrounding rural villages, it determines that the subject property would let on normal Assured Shorthold Tenancy (AST) terms, for £300 per week, fully fitted and in good order at the valuation date April 2024.

- 35 However the property lacked landlord's carpets, curtains and white goods and the bathroom and kitchen fittings, whilst functional, were basic. The Property also appeared to suffer from damp and mould growth on a number of areas apparently caused by insufficient ventilation in the roof void and/or of lack of thermal insulation especially to the walls and other areas of the house. It appeared to significantly affect two of the bedrooms.
- 36 The Tribunal therefore makes a deduction of £75 per week in all to reflect these various deficiencies, reducing the new market rent to £225 per week.
- 37 The new rent of £225 per week is payable from and including the date set out in the Landlord's Notice, 1 April 2024. The landlord may charge any rent up to and including £225 per week but, not a rent in excess of this figure.

Chairman N Martindale FRICS

Dated 21 June 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 either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).