



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

Case reference : **CAM/00KA/MNR/2024/0101**

HMCTS code : **P:PAPERREMOTE**

Property : **19 Warren Road, Luton, LU1 1UE**

Applicant (Tenant) : **Mr Islam and Mrs Mahfoza**

Respondent (Landlord) : **Mr S Singh**

Type of application : **Determination of a Market Rent:
Sections 13 and 14 Housing Act
1988**

Tribunal members : **Mr P Roberts FRICS CEnv**

Date of Determination : **23 August 2024**

DECISION

This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a paper determination described above as **P:PAPERREMOTE**. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

Decision

The Tribunal determined a market rent of £1,400 per calendar month effective from 15 July 2024.

Reasons

Background

1. On 13 May 2024 the Landlord served notice under section 13 (2) of the Housing Act 1988 to increase the passing rent from £1,350 per calendar month (pcm) to £1,500 per month with effect from 15 July 2024.
2. This rent is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
3. The Tenant made an application dated 22 May 2024 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
4. The Tribunal issued directions on 28 May 2024, inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the tribunal to consider.

The Property

5. The Tribunal has not inspected the Property but relied on the documents provided by the Parties together with information in the public domain including Google Images.
6. The Property comprises a two storey mid-terraced property of brick and tile construction providing a living room, dining room and kitchen on the ground floor with 3 bedrooms and a bathroom on the first floor.

The Tenancy

7. The Tenant occupied the Property by virtue of an Assured Shorthold Tenancy that commenced 15 April 2022 for a period of 12 months at an initial rent of £1,000 pcm.
8. The Tenant's repair obligations are set out in clause 5. Subsection 5.4 states:

“to keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy with fair wear and tear accepted, and to keep the Property reasonably aired and warmed.”

9. The Landlord's repair obligations are set out at clause 10 of the Tenancy which refers to section 11 of the Landlord and Tenant Act 1985.
10. In the absence of a new Tenancy being entered into, an Assured Periodic Tenancy pursuant to Section 5 (2) of the Housing Act 1988 (the 1988 Act) has arisen such that Sections 13 and 14 of the Act now apply.

The Law

11. Section 5 (3) of the Act provides that the periodic tenancy arising on expiry of the Assured Shorthold Tenancy is one:

“(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;

(b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;

(c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;

(d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and

(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy”

12. Section 14 (1) of the 1988 Act provides that the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy:

a. “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 rent) are the same as those of the existing tenancy.”

13. Section 14 (2) of the 1988 Act requires the Tribunal to disregard:

a. “Any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

Determination

19. In determining the market rent, the Tribunal has regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant.
20. The current rent of £1,350 pcm and the period that has passed since that rent was agreed or determined is not relevant. For clarity, the Tribunal does not take the current rent and apply indexation neither does it consider whether the current rent was set correctly.
21. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is therefore unable to have any regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent.
22. However, as set out above, the Tribunal is required to have regard to the obligations of the Landlord and Tenant in respect of the repair, maintenance and upkeep of the Property.
23. As set out above, section 14 (2) (c) of the 1988 Act requires the Tribunal to disregard any failure by the Tenant to comply with their lease obligations. However, the Tribunal is to have regard to matters that do not arise as a direct consequence of the Tenants' failure to comply with any of their obligations and/or are due to a lack of compliance by the Landlord.
24. Neither Party has submitted any evidence of rental value and it has therefore been necessary for the Tribunal to rely upon its own knowledge and expertise in such matters.
25. The Tribunal therefore determines the market rental of the Property to be **£1,400 pcm**.
26. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure should it wish, or be required by other regulations, to do so.
27. This rent is to be effective from **15 July 2024**.

Name: Peter Roberts FRICS CEnv

Date: 23 August 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 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 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.

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).