



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

Case reference : **CAM/00MG/MNR/2023/00142**

Property : **5 Stoneleigh Court
Westcroft
Milton Keynes
Buckinghamshire
MK44 4BN**

Applicant : **Jonathan Adams and Paige Small**

Respondents : **Sharad Gupta and Neerja Gupta**

Type of application : **Section 14 of the Housing Act 1988
Determination of market rent
payable.**

Tribunal member(s) : **Judge B. MacQueen
Mr R. Thomas MRICS**

Date of decision : **11 December 2023**

DECISION

Description of hearing

The Tribunal has determined the market rent for the Property based on the written documents that have been sent to the Tribunal, namely:

- Application Form to the Tribunal submitted by Tenants
- Landlord's Notice proposing a new rent – Form 4 dated 22 June 2023
- Tenancy Agreement made on 9th July 2021

The parties did not make a request for an oral hearing or an inspection of the Property.

Decision:

1. The Tribunal determined a rent of **£1 625** per calendar month to take effect from 9 August 2023.

Reasons

Background

2. The Landlord by a Notice in the prescribed form dated 22 June 2023 proposed a new rent of £1 750 per calendar month (pcm) to be effective from 9 August 2023. This was in place of the existing rent of £1 500 per calendar month. The tenant referred this Notice to the Tribunal.
3. Directions dated 16 October 2023 were made by the Tribunal whereby Parties were requested to complete a reply form that was attached to the Directions. This enabled the Parties to supply details of the accommodation on a room by room basis, the features of the Property (central heating, white goods, double glazing, carpets and curtains) and other property attributes and any further comments that they may wish the Tribunal to take into consideration. This could include any repairs and improvements that had been made, any comments on the condition of the Property and rentals of similar properties – should they wish to rely on these.
4. The Parties were also invited to include photographs and were informed that the Tribunal may use internet mapping applications to gather information about the location of the Property and may make an external inspection.
5. The Directions also confirmed that the Tribunal would determine the market rent based on the written documents from both Parties unless either Party requested a hearing. Neither Party requested a hearing or inspection of the Property.
6. Additionally, no reply forms or submissions were received from either Party.

The Property

7. The Property is a three bedroomed semi-detached property, with a tiled roof built in approximately 2000.

8. In the application form, the Tenants details the Property as comprising a living room, kitchen, conservatory, three bedrooms and three bathrooms. From viewing the Property using internet mapping there appears to be double glazing.
9. The Application form completed by the Tenants confirms that there is a dishwasher, oven and washing machine provided by the Landlord.
10. There is also a small area to the front, a driveway, and a garden to the rear.

The Tenancy

11. The tenancy commenced on 9 August 2021 and a copy of an assured shorthold tenancy agreement was provided. The tenancy term was for an initial period of 12 months and a statutory tenancy on the terms of the written agreement appears to have arisen from 9 August 2022. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations.
12. The tenancy agreement stated the rent to be £1 400 per calendar month on 9 August 2021 and the Landlord's notice confirmed that this increased to £1 500 per calendar month on 9 August 2022.

The Law

13. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic 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 subject tenancy
14. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall disregard –
 - (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
 - (c) any reduction in the value of the dwelling-house due to the failure of the tenant to comply with any terms of the subject tenancy.

Representations

15. Neither the Tenant nor the Landlord provided any representations.

Determination

16. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular (comparables). It does not take into account the present rent and the period of time which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the landlord or the tenant.
17. The Tribunal assesses a rent for the Property as it is on the day of determination disregarding any improvements made by the tenant but taking into account the impact on rental value of disrepair (if any) which is not due to a failure of the tenant to comply with the terms of the tenancy.
18. Neither party has supplied any comparables of rentals for similar properties.
19. In the absence of any comparables the Tribunal has had to have regard to its own knowledge and experience. It determines that the open market rent of a property in good condition for its age and type would be around £1 600 to £1 650 per month.
20. The Tribunal makes no deductions and determines the rent at £1 625 per month.

Tribunal Judge Bernadette MacQueen

11 December 2023

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 on a point of law 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).