



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

Case Reference : **CAM/11UE/MNR/2023/0045**

Property : **79 Wyndham Crescent
Burnham Bucks SL1 8NJ**

Applicant : **Victoria Egan (Tenant)**

Representative : **None**

Respondent : **L & Q Housing (Landlord)**

Representative : **None**

Type of Application : **Section 13(4) Housing Act 1988**

Tribunal Members : **Mr N Martindale FRICS**

**Date and venue of
Hearing** : **19 July 2024
Cambridge County Court, 197 East
Road, Cambridge CB1 1BA**

Date of Decision : **19 July 2024**

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal received an application (undated) on 20 March 2023 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 13 February 2023, proposed a new rent of £153.14 per week including a fixed service charge of £1.74 with effect from and including 3 April 2023. The passing rent was stated in the notice, as £142.98 per week including a fixed service charge of £1.26 per week from 3 April 2022.

- 3 The tenancy is an assured shorthold periodic monthly tenancy. A copy of the tenancy and of the landlord's Notice were provided. The tenant acquired this existing tenancy from the former tenant by way of assignment with effect from 5 December 2022. The Tribunal worked on the basis that the rent passing had last been fixed with effect from April 2022 as set for the former tenant.

Inspection

- 4 The Tribunal did not inspect the Property internally but viewed the exterior from a Google Street View image of the Property from the public road (taken @ June 2012 & August 2008). The Property is a three bedroom house forming half of a pair of houses in a short cul-de-sac in an established residential part of Burnham. The houses in the turning all date from the late 1950's.
- 5 The external face of the walls is brick with a double pitched main roof over, finished in single lap concrete roof tiles over. The accommodation is low rise, on two levels and consists of 3 bedrooms and bathroom/wc first floor and living room, and kitchen/ diner to ground floor. There is a front and rear garden a coal bunker/store. There appears to be substantial road space for on road parking without obvious restrictions.
- 6 The tenant referred in their Application at Box 8 Repairs: "*There are so many outstanding from prior to mutual exchange. I've raised a complaint to L&Q which was escalated to Level 2 but no response, so I complained to the local MP. Could not move in until 13 February 2023.*"
- 7 The Property was not let with any white goods, or furniture. Though not stated it is believed in common with most lettings by housing associations, it lacked provision of carpets and curtains by the landlord.

Representations

- 8 Directions, dated 28 May 2024, for the progression of the case, were issued by Legal Officer Laura Lawless. These included the standard Reply Form for each party to complete with details of the letting, condition, accommodation, and any evidence of other lettings. Neither party completed and returned the Reply Form.
- 9 Although the tenant made brief representations on disrepair the Tribunal did not receive any written detail or descriptions. However the Tribunal did receive No.1-14 monochrome and No.15- 31 colour, A4 sized printed photographs in support. The photos tended to show close up detail but, often lacked a orientation, location, context. The photos had no titles. The Tribunal allocated a number to each.
- 10 Photo 1: A missing wood/ glass external door panel. Boarded over.
- 11 Photo 2: A missing door external latch handle from door at 1.
- 12 Photo 3: Open external ledged, braced, framed door to outbuilding ?

- 13 Photo 4: A fair faced brick interior to outbuilding, card waste to floor.
- 14 Photo 5: A repeat of No.2 showing the external boarding.
- 15 Photo 6: Plaster damage to a wall / ceiling ?
- 16 Photo 7: Plaster damage to ceiling ?
- 17 Photo 8: Plaster damage to ceiling ?
- 18 Photo 9: Cut ends of pipes and of a cable ?
- 19 Photo 10: Damage to ceiling boarding in an out building ?
- 20 Photo 11: Items on wooden shelves on London brackets in outbuilding.
- 21 Photo 12: Rubbish on floor of the same outbuilding.
- 22 Photo 13: Ceiling in the same outbuilding.
- 23 Photo 14: Household furniture dumped in the rear garden.
- 24 Photo 15: Painted ceiling and walls.
- 25 Photo 16: Wall and ceiling, with paper partly stripped.
- 26 Photo 17: Section of wall, part tiled, over a counter top.
- 27 Photo 18: Section of stripped wall/ ceiling, part tiled, over counter top.
- 28 Photo 19: Further part of tiled wall and counter top at 17.
- 29 Photo 20: Section of wall and ceiling, some missing and loose paper.
- 30 Photo 21: Openreach telecom socket box, with wall mounted cable.
- 31 Photo 22: Loose cable from window opening to skirting board.
- 32 Photo 23: Cut pipe from window architrave in outbuilding ?
- 33 Photo 24: Colour version of 2.
- 34 Photo 25: Colour version of 1.
- 35 Photo 25: Colour version of 3.
- 36 Photo 26: Colour version of 5.
- 37 Photo 27: Colour version of 12.
- 38 Photo 28: Walls and ceiling without paper or paint.

- 39 Photo 29: Another view of items in 14.
- 40 Photo 30: Colour version of 14.
- 41 Photo 31: Uninsulated copper cold feed to garden, split and leaking.
- 42 The tenant took the Property on, by assignment of the current tenancy. The Tribunal assumes that the current tenant ‘stepped into the shoes’ of the previous tenant. In the AST decorations at the Property fall to the tenant to undertake. At Page 15 “Repairs and Maintenance”: *“You are responsible for keeping the inside of your home clean and in good condition. You should redecorate as often as is needed to keep your home in good decorative condition.”*
- 43 Decorative shortcomings and waste left at the Property, were a matter between the former and current tenant to resolve at assignment.
- 44 The landlord sent the tenant brief details of some other houses to rent at or around the time of the review date. However the tenant distinguished these from the Property as they were in good condition, whereas the Property was not. The Tribunal was copied in.
- 45 The Tribunal carefully considered such written representations as it received, from both parties.

Law

- 46 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

- 47 Based on the Tribunal’s own general knowledge of market rent levels in Burnham, it determines that the subject property would let on normal Assured Shorthold Tenancy (AST) terms, for £400 per week, fully fitted and in good order.
- 48 There were no significant tenant’s improvements or additions. The Tribunal gave the benefit of the doubt to their being some minor landlord failings in the condition of the Property coupled with the absence of white goods, carpets and curtains. The Tribunal therefore makes a deduction of £50 per week to reflect these minor deficiencies, leaving £350 per week as the new rent. This figure includes the service charge fixed at £1.74 per week.

49 The new rent of £350 per week is payable from and including the date set out in the Landlord's Notice, 3 April 2023. However the landlord is not obliged to charge this rent and may bill any figure up to and including £350 per week but, not a rent in excess of this figure.

Chairman N Martindale FRICS

Dated 19 July 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).