



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

Case Reference	:	CAM/00MA/MNR/2023/0144
Property	:	6 Kenley House Sycamore Rise Bracknell RG12 9GF
Applicant	:	Gloria Rutiger (Tenant)
Representative	:	None
Respondent	:	Sheila Green (Landlord)
Representative	:	None
Type of Application	:	Section 13(4) Housing Act 1988
Tribunal Members	:	Mr N Martindale FRICS
Date and venue of Hearing	:	11 December 2023 Cambridge County Court, 197 East Road, Cambridge CB1 1BA
Date of Decision	:	14 December 2023

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal received an application (undated) on 6 October 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 9 September 2023, proposed a new rent of £1200 per calendar month with effect from and including 22 October 2023. The

passing rent was stated in the notice, as £850 pcm from a date later confirmed to be in 2013. Initial rent on grant in 2010 was £800 pcm.

- 3 The tenancy is an assured shorthold periodic monthly tenancy. A copy of the tenancy and of the landlord's Notice were provided.

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 @ November 2022). The Property is a two bedroom flat at first floor forming part of a small three storey purpose built block of flats dating from the 2000's in a large housing estate of the period.
- 5 The external face of the walls are brick with a double pitched main roof on the Block, finished in double lap concrete roof tiles over. All dwellings in the block are wholly below the roof space. There is a ground floor porch around the communal ground floor entrance. There appear to be shared but, allocated parking spaces nearby and few evident on-road parking restrictions. Gardens are communal.
- 6 The tenant supplied some 3No. x A4 format pdf pages via the Tribunal Office. Two were monochrome photographs. One appeared to be of carpet ruckles and wear, the other of mould to the walls of the shower enclosure in the ensuite shower room. Both were not particularly clear. The Tribunal assumed that they were intended to show areas of slight disrepair inside the flat that were said to be down to the landlord.
- 7 The landlord supplied some 14No. smaller format photographs also via the Tribunal Office. These showed a busy flat with many possessions in evidence. The many clothes hanging up in the shower room appeared to be drying. Views of the carpets were limited but ruckling was also evident in some of the pictures.
- 8 The Property is a 2 bedroom, one ensuite shower room, living room, kitchen and bathroom/ WC with communal parts entrance and stairs down to the ground floor access. Windows are plastic framed double glazed. Water and space heating is apparently fed from a self contained gas fired system.
- 9 The building of which the Property forms part, appears to be in good to condition. The Tribunal saw that the Property appeared from the photographs to be a relatively new build along with the neighbouring buildings in the form of various low rise flats and houses nearby. It was in keeping with the majority of the neighbouring estate.
- 10 The Property was let with some white goods, and furniture with carpets from the landlord.
- 11 Directions, dated 12 October 2023, for the progression of the case, were issued by Legal Officer Laura Lawless. A hearing was requested.

Tenant's Representations

- 12 The tenant made representations at the hearing in addition to those in the application form and a completed Reply Form with reference to the photographs (viewed by the Tribunal after the hearing when supplied). There was evidently a dispute over the condition of the sofa and one of the beds, the refrigerator and the carpets.
- 13 The tenant reported that she had to replace a bed at her own expense some while ago. The fridge (a larder with ice box) was badly icing up, and despite being reported to the landlord some while ago, nothing had been done. Similarly the carpets were worn and rucked but had not been replaced by the landlord. The tenant referred to a small plumbing problem in the form of a dripping tap thought to be in the kitchen and mould in the shower room.
- 14 The tenant did not offer any details of lets or other similar property on offer in the local market to the Tribunal but, felt that the passing rent of £850 pcm set some 10 years earlier, should nevertheless remain the same.

Landlords Representations

- 15 The landlord also made representations at the hearing in addition to those in the completed Reply Form and her own separate statement, also with reference to the photographs received by the Tribunal office.
- 16 The landlord accepted that the carpets should be replaced but, that they were not currently dangerous. The landlord also accepted that she would replace the fridge as it was icing over (suggesting a broken rubber door seal). Although she was not aware of the tap issue would address it, given access. The problem she explained was a lack of cooperation by the tenant in enabling the replacement of carpets, of clearing, replacing and removal of the old fridge; of access for the plumber to fix the leaking tap. The landlord pointed to the low temperatures, closed windows and routine drying of damp clothes inside the flat that had damaged decorations and increased mould growth to the shower room in particular.
- 17 The landlord also supplied summary details of similar flats on offer to let nearby in Bracknell. These showed two bedroom flats ranging from those in older blocks without ensuite, at £1200pcm, through £1400 pcm for modern blocks in High St Bracknell and Kelvin Gate more similar to the Property, up to £1800 pcm for those in the recently constructed grand landmark Royal Winchester House RG12.
- 18 The Tribunal carefully considered such written representations, photographs and oral representations at the telephone hearing of approximately one hour; as it received, from both parties.

Law

- 19 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

- 20 Based on the Tribunal's own general knowledge of market rent levels in Bracknell, it determines that the subject property would let on normal Assured Shorthold Tenancy (AST) terms, for £1250 pcm, fully fitted and in good order.
- 21 There were no significant tenant's improvements or additions. There were minor landlord failings in the condition of the Property – the carpets, the fridge, the tap, the decorations and mould. However for the purposes of determining the new market rent at the Property on this rent increase notice only, the Tribunal concluded that these were mainly the result of a failure of the tenant to cooperate to have them remedied by the landlord or in the case of decorations to undertake them directly. The Tribunal therefore makes only a small deduction of £50 per calendar month to reflect these, leaving £1200 per calendar month as the new rent.
- 22 The new rent of £1200 pcm is payable from and including the date set out in the Landlord's Notice, 22 October 2023. The landlord may charge any rent up to and including £1200 pcm but, not a rent in excess of this figure.

Chairman N Martindale FRICS

Dated 14 Decenber 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 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).