



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

Case reference : **CAM/33UD/MNR/2024/0014**

HMCTS code : **P:PAPERREMOTE**

Property : **93 Granville Road, Great
Yarmouth, NR31 0BY**

Applicant (Tenant) : **S Court and K Thompson**

Respondent (Landlord) : **K and E Amis**

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 : **3 October 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 £800 per calendar month effective from 10 June 2024.

Reasons

Background

1. On 23 April 2024 the Landlord served notice under section 13 (2) of the Housing Act 1988 to increase the passing rent from £660 per calendar month (pcm) to £725 per month with effect from 10 June 2024.
2. This rent is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
3. The Tenant made an application to the Tribunal in reliance on section 13 (4) of the Housing Act 1988 on 7 July 2024.
4. The Tribunal issued directions on 15 July 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 have relied upon the evidence provided by the Parties together with information in the public domain including Google Earth Pro.
6. The Property comprises a two-storey period mid terraced house of brick and tile construction that provides lounge, dining room, kitchen and bathroom at ground floor together with two bedrooms and a further “through” bedroom at first floor level. It benefits from central heating, double glazing, white goods and carpets & curtains. There is a garden to the rear and street parking.

The Tenancy

7. The Tenant occupied the Property by virtue of an Assured Shorthold Tenancy that commenced 10 December 2021 for a term of 12 months.
8. The rent reserved under this Tenancy was £600 pcm.
9. The Tenant’s repair obligations are set out within the Tenancy at clause 5.2. This includes obligations to:

“keep and leave all drains week cleared... ..keep and leave the interior of Property including any Fixtures and Fittings and Furniture and

Effects clean and tidy and in good and tenantable repair... ...report without delay all defects and wats of repair for which the Tenant is not responsible.”

10. Clause 7.1 requires the Landlord to:

“...keep in tenantable repair the structure and the exterior of the Property (including drains gutters and external pipes) and to keep in repair and proper working order the installations (if any) in the Property for the supply of water gas and electricity and for sanitation (including basins and sinks and sanitary conveniences but not any appliances and related fixtures and fittings for making use of water gas or electricity) and for space heating and heating water provided that the Landlord is not required...”

11. The Tribunal also notes that clause 5.6.2 obliges the Tenant

“...to permit the Landlord any superior landlord and all others authorised by them

a. At reasonable times of the day to conduct viewings of the Property with prospective mortgagees, purchasers or (during the last two months of the tenancy) tenants by prior appointment;

b. To put in and maintain in a conspicuous part of the Property during the last two months of the tenancy a notice that it is to be sold, let or otherwise dealt with.”

12. 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

13. 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”

14. 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.”*

15. 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;*
- b. *Any increase in the value of the dwelling-house attributable to a relevant improvement (as defined by section 14 (3) of the Act) otherwise than as an obligation;*
- c. *Any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.”*

16. Section 11 of the Landlord and Tenant Act 1985 (the 1985 Act), provides that the Tribunal is to imply a covenant by the Landlord:

- a. *“to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),*
- b. *to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and*
- c. *to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.”*

17. Section 14 (7) of the 1988 Act states:

“Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant

otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.”

Representations – The Tenant

18. The Tenant stated that, in respect of improvements: *“Stairs and upstairs carpets when first moved in due to stains from dog faeces on previous carpets.”*
19. The Tenant also stated that:

“The property currently has a number of outstanding issues dating as far back as January 2022. The landlord is currently in the process of selling the house without sit in tenants and has no plans to fix and o the outstanding issues. The largest being rising damp on the ground floor which is the reason he is trying to sell the property.”
20. No comparable rental evidence or opinion of rent was provided.

Representations – The Landlord

21. The Landlord submitted a bundle of evidence comprising:
 - a. A completed Reply Form dated 30 July 2024
 - b. Copy of email exchange with the Tenant
 - c. Copy of email exchange with Howards Estate Agents
 - d. Copy of email exchange with Aldreds Estate Agents
 - e. Copy of correspondence with Simply2Let
 - f. Floor plan and internal photographs taken prior to the current Tenant’s occupation
22. The correspondence included Best Price Guides by Rightmove setting out various properties and asking rents by way of comparable evidence.
23. Bycroft Estate Agents advised a rent of £750 pcm *“at least”* on 29 July 2024.
24. Howards Estate Agents advised, on the 24 July 2024, a rent of £800 to £850 pcm as achievable based on smaller properties achieving £795 pcm and above. The agent had inspected the Property and advised that it *“...was in a good clean order throughout (other than the current tenant having a lot of belongings there).”*

25. Simply2Let advised, on the 24 July 2024, a rent of £850 pcm.
26. The Landlord stated that:

“All essential repairs have been attended to as soon as have been reported to me and contractors are able to gain access. A damp issue downstairs was agreed with the tenant to be repaired and carried out when he was away with his family for a holiday as could not be done with four persons in the property.”

Determination

27. 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. The current rent, and the period that has passed since that rent was agreed or determined is not relevant.
28. Previous changes in rent are not, therefore, relevant as the Tribunal is required to assess the rent that would be offered by a prospective tenant who has no knowledge of the existing or previous rents.
29. 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.
30. In that regard, it is irrelevant whether or not the Landlord requires the rent to be at a certain level to fund its repair obligations under the lease or whether the Tenant feels that the services provided by the Landlord are “value for money”. As such, the cost of property maintenance to the Landlord does not affect the rent that would be offered by a prospective tenant in the market and must be disregarded.
31. 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 and take into account the extent to which these obligations have been complied with.
32. 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.
33. The Tribunal has reviewed all the evidence provided and determines the market rental of the Property to be **£800 pcm**. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.
34. This rent is to be effective from **10 June 2024**.

Name: Peter Roberts FRICS CEnv

Date: 3 October 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).

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

93 Granville Road, Great Yarmouth,
NR31 0BY

The Tribunal members were

Mr P Roberts FRICS CEnv

Landlord

K and E Amis

Address

101a High Street, Gorleston, Great Yarmouth, NR31 6RF

Tenant

S Court and K Thompson

1. The rent is: £

800

Per

month

(excluding water rates and council tax
but including any amounts in paras 3)

2. The date the decision takes effect is:

10 June 2024

3. The amount included for services is

not
applicable

Per

4. Date assured tenancy commenced

10 December 2021

5. Length of the term or rental period

12 months

6. Allocation of liability for repairs

Tenant liable for internal repairs. LL to
comply with s11 LTA 1985

8. Furniture provided by landlord or superior landlord

N/A

9. Description of premises

The Property comprises a two-storey period mid terraced house of brick and tile construction that provides lounge, dining room, kitchen and bathroom at ground floor together with two bedrooms and a further “through” bedroom at first floor level. Central heating, double glazing, white goods and carpets & curtains are provided by the Landlord. There is garden to the rear and street parking.

Chairman

P Roberts

Date of Decision

3 October 2024