



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

Case Reference : **HAV/00HB/MNR/2024/0504**

Property : **364 Whitehall Road
Bristol
BS5 7BT**

Applicant Tenant : **Ms J Kaur**

Representative : **None**

Respondent Landlord : **Mr A Ali**

Representative : **Ms K Williams
Patrick James Property Ltd**

Type of Application : **Determination of a Market Rent sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **Mr I R Perry FRICS
Mr S J Hodges FRICS**

Date of Inspection : **22nd October 2024**

Date of Decision : **22nd October 2024**

DECISION

Summary of Decision

1. On 22nd October 2024 the Tribunal determined a market rent of £800 per calendar month, to take effect from 1st September 2024.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 30th July 2024 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,400 per month with effect from 1st August 2024. The notice stated that the rent passing at the time was £1,100 per month, but this was disputed by the Tenant who maintained that the rent passing was £824 per month.
4. On 18th August 2024 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party, or a particular point arises which merits such an inspection and/or hearing. The Tribunal issued Directions on 9th September 2024 to this effect.
6. On 17th September 2024 the Applicant made a case management application to the Tribunal. On 24th September 2024 the Tribunal amended its Directions so that an inspection of the property would be made, and a Tribunal hearing would be held.
7. Both parties submitted papers setting out their respective cases. The papers were also copied to the other party.
8. The Tribunal emphasises that these reasons address **in summary form** the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal considers that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
 - (a) which is a periodic tenancy 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 the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

- (2) In making a determination under this section, there shall be disregarded-
 - (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 carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (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.

- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-
 - (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
 - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

The Property

9. From the information given in the papers and available on the internet, the property comprises an inner terrace two storey house situated on a busy road on the northeast side of Bristol, about 3 miles from the centre of the city.
10. The main walls to the front are of a stone-faced block construction and the rear elevations are rendered, all beneath a tiled roof.
11. Mains water, electricity, gas and drainage are all connected to the property. Windows are double glazed and there is a gas-fired central heating system.
12. There are local shops within a reasonable walking distance and a wide range of amenities and services within the city.
13. The Energy Performance Rating for the house is 'D' and the Certificate expires on 17th October 2026.
14. The accommodation is listed as including Hall, Front Room, Living Room, Kitchen and Conservatory all at ground level with a Landing, two Bedrooms and a Bathroom with WC at first floor level.
15. There is a token front garden and a modest rear garden with access onto a footpath/lane. There is a small outside store attached to the rear of the house.

Submissions

16. The initial tenancy began on 1st November 2000. The property had previously been sold by the Tenant to the Landlord. The Tenant states that the agreed rent passing is £850 per month as per a signed agreement dated 20th June 2016, although she asserts that she only pays £824 per month. The Landlord's Agent submitted a tenancy agreement dated 1st August 2019, signed by both parties, in which a rent of £1,100 per month is specified.
17. The Tenant suggests that a higher rent is specified within successive tenancy agreements so that she can obtain higher levels of housing benefit and pay more to the Landlord. This is not a matter for the Tribunal to consider or decide.
18. The submission from the Landlord's Agent states that central heating, double glazing, carpets, curtains and a cooker are all provided by the Landlord, that no

improvements or repairs have been made by the Landlord as the Tenant does not allow access.

19. The Tenant asserts that she has carried out many improvements to the property over the years which, in 2012, required her to take a loan to effect repairs to the main roof at a cost of £2,640 and a further £480 to replace the plastic roof sheeting to the Conservatory. She also obtained a grant, which was personal to her, to replace the gas central heating boiler in 2013 when the old boiler broke down and the Landlord refused to fund its replacement.
20. The Tenant asks the Tribunal to determine whether the kitchen is large enough to qualify as a kitchen. She maintains that it is too small. The Tenant also asserts that there has been a general decline of services in the area and that antisocial behaviour has become more prevalent.
21. The Tenant submitted a Valuer's report from the Halifax Building Society prepared in 1998 which refers to settlement of the property, damp penetration, springy timber floors at ground level caused by wood rot to supporting timbers, defective roof issues-particularly at parapet walls, defective windowsills and boundary walls.
22. The Tenant provided 220 photographs showing the present condition of the property and a lengthy written record of her occupation of the property over many years including her interactions with the Landlord.

The Inspection

23. The Tribunal inspected the property at 10.30 am on 22nd October 2024. The members of the Tribunal were accompanied by an observer from the Tribunal. Ms Kaur was 'supported' by her son's presence and Ms Williams represented the Landlord.
24. The Tribunal found the property to be in very poor condition. There are distorted floors on both floors of the property; cracks to rendered and brick elevations; evidence of rising and penetrating dampness throughout; leaks from bathroom fittings and roof; black mould staining; defective or missing plaster; springy floors; distorted door and window frames; damaged woodwork including skirtings, architraves and dado rail; defective flash band to conservatory roof; rust to some radiators; very poor decoration throughout the inside and outside; defective door and window handles and attention required to boundary walls at rear.
25. The Tribunal noted that the Conservatory is built with a single skin 4 1/2 inch brick wall and that the roof is plastic. The floor slopes down and away from the main house to a drainage gully that would normally be an external gully.
26. It was evident that the Tenant has carried out many repairs over the years which should have been remedied by the Landlord, and that some of these qualify as

Tenant's improvements. In particular the replacement of the gas-fired boiler, replacement of the WC pan and Shower, double boarding and replastering several bowed ceilings, over boarding damaged floors and provision of plumbing and electrical wiring in the Conservatory.

27. The Tenant also provides all floorcoverings, curtains, curtain fittings and all white goods. The Tenant and her son were able to testify to pest issues in and around the property which had included rats in the Living Room.

The Hearing

28. A relatively short hearing was held at Bristol Magistrates Court and Tribunal Hearing Centre commencing at 12.15.
29. Ms Kaur confirmed that the double-glazed windows were in place at the start of the tenancy. She also stated that she provides all floorings and curtains. This was accepted by Ms Williams on behalf of the Landlord.
30. Ms Kaur stated that she had spent some £22,000 on repairs to the property over the time of her tenancy. She has recently referred the property to the Local Environmental Health Officer.
31. When questioned Ms Kaur asserted that the rent for the property should not increase above what she presently pays, £824 per month, and that it should be reduced.
32. Ms Williams had not seen the property before today's inspection and had been surprised at how poor the condition is. She stated that she had only recently agreed to take the property under her management and that she had the Landlord's authority to spend money on repairs.
33. Ms Williams stated that the rental value of the property in good condition would be some £1,400 per month but that in its present condition a figure of £1,100 per month would be appropriate.
34. Ms Kaur suggested that the property was not fit to rent in its present condition.
35. In its summation the Tribunal explained how it would arrive at a current rental figure by comparison with the rents achieved on other properties in the area with similar accommodation, but would adjust this figure to reflect any qualifying tenant's improvements; general condition; provision of white goods, floorings, curtains and curtain fittings.

Findings of fact

36. The Tribunal found that the property is in very poor condition which can only be remedied with a comprehensive refurbishment scheme. The poor condition is not due to any action of the Tenant who has spent considerable sums of money to fund repairs that should have been carried out by the Landlord.

37. The Tribunal determines that the kitchen was of sufficient size to qualify to be regarded as such, but it is sparsely and poorly furnished.
38. The Tribunal found that the 'Conservatory' cannot be regarded as part of the living accommodation. At best it is a lean-to with single skin wall, plastic roof, courtyard as floor and is used as a lean-to Utility space.
39. The double-glazed windows were part of the property at the start of the tenancy and as such are property of the Landlord.
40. The gas-fired boiler is provided by the Tenant and is to be regarded as a half share of the provision of the central heating system.
41. All floorings, white goods, curtains and associated fittings are all provided by the Tenant.
42. The Tenant has made several qualifying improvements, including provision of the shower and WC. Other repair works carried out by the Tenant do not qualify as improvements.

Determination

43. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Parties are not relevant to this issue.
44. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Bristol, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,400 per month.
45. This open market rent needs to be adjusted to reflect the findings of fact listed above.
46. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of boiler	£70
Tenant's provision of white goods	£30
Tenant's provision of floorings	£50
Tenant's provision of curtains and fittings	£25
Basic fittings to kitchen	£75
Tenant's fittings to Bathroom	£50
General disrepair	£300
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TOTAL per month	£600

47. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination

48. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy and in its present condition was £800 per month.
49. The Tribunal directed that the new rent of £800 per month should take effect from 1st September 2024 this being the date specified in the notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.