



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

Case Reference : **HAV/29UB/MNR/2024/0517**

Property : **101 Laurens Van Der Post Way,
Ashford, Kent TN23 3GW**

Tenant : **Mr Trevor Twohig & Mrs Tnaesha
Twohig**

Landlord : **c/o Northwood Ashford.**

Date of Objection : **2nd September 2024**

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

Tribunal : **Mr D Jagger MRICS
Miss C D Barton MRICS**

**Date of
Reasons** : **27 November 2024**

DECISION

**The Tribunal determines a rent of £1,750 per calendar month with
effect from 4 October 2024.**

REASONS

Background

1. The Tribunal issued summary reasons following determination of this application on the 22 October 2024. Either party may request full reasons. These full reasons are provided following a written request from the Tenant dated 6 November 2024.
2. The Tenants have lived in the property since 2021 and the Tribunal were provided with a copy of the fixed-term agreement covering the period between 4 December 2021 and assumed to end on 3 December 2022. Therefore, the fixed term tenancy ceased, and the Tenants continued to occupy the property under a statutory periodic tenancy.
3. On the 16 August 2024 the Landlord served a notice pursuant to section 13(2) of the Housing Act 1988 seeking to increase the rent from £1,550 per calendar month to £1,750 per calendar month being an increase of £200 effective from 4 October 2024.
4. By an application dated 2 September 2024, the Tenants referred that Notice to the Tribunal for determination of the market rent.
5. Directions, dated 16 September 2024, required the Landlord to complete a reply form and the Tenants to do similar. Both the Landlord and the Tenants complied and both parties agreed that this matter could be determined on the papers alone.
6. These reasons address the key issues raised by the parties. They do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are fundamental to the determination.

Evidence

7. The Tribunal had before it a bundle of evidence, which had included a background to the case and the Directions. Each of the parties made comprehensive submissions in writing together with photographs and comparable evidence of similar properties on the Repton Park estate and the surrounding area.
8. The evidence showed that the Tenants were seeking a new fixed term of three to five years'. This request was refused by the Landlord. The Tenant felt that the proposed increase in rent was not in line with other properties in the area which they believed would come to the market with a minimum one-year term in the agreement.
9. The Landlord's agent Northwood provided the Tribunal with a large selection of comparable evidence for four-bedroom properties that had

let in the general area. The Tribunal focused on the three storey semi detached houses located on the Repton Park estate. The Tribunal identified 8 such properties, which were let. The rental range was £1,800-£2,200 per month. The rental levels vary subject to floor area and quality of fittings. The Landlord's agent concluded that based on this comprehensive evidence the subject property would let in today's market at £1900 per month.

10. The Tenant completed the rent appeal statement and the following comments were made "*We have not disputing the price but that properties of the same size and in excellent condition are the same value and come with a fixed term agreement*" A further statement confirms "*We are amenable to the rent increase, but with a fixed term contract.*" The Tenants provided details of comparable evidence, which were mainly detached houses. There was one four bedroom, three storey semi detached house which let at £,1750 per month.

Property

11. The property is an end of terrace three storey house built in 2021 with rear garden, and two allocated parking spaces. Accommodation comprises: four bedrooms, two reception rooms, kitchen, cloakroom, bathroom, en-suite shower room. The property has an EPC Rating of B81 and a floor area of 1,307 square feet. The property has gas central heating, double glazing, fitted floor coverings and carpets, mainly provided by the landlord, curtains and integrated white goods in the kitchen except washing machine. The Landlord had improved the extent of the bathroom tiling and a replacement cooker had been provided by him. The Landlord's agent stated there was no disrepair. However, the Tenant's listed ill-fitting front entrance and patio doors which caused draughts, condensation to the living room windows, holes in the shed roof, broken pipes and gutters and birds nest issues.
12. The property is located on a modern estate close to local amenities, shopping facilities and transport links and schools.

The Law

13. The law governing a determination is set out in section 14 of the Housing Act 1988 ('the 1988 Act'). In particular, the Tribunal is to determine the rent at which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a "sitting tenant") and any increase or reduction in the value due to the tenant's improvements or failure to comply with the terms of the tenancy.

14. In the absence of any evidence to the contrary, and as set out in the previous tenancy agreement, the Tribunal has proceeded on the basis that the landlord is responsible for repairs to the structure, exterior and any installations pursuant to section 11 of the Landlord and Tenant Act 1985 and the tenant for interior decoration.

The Valuation

15. The Tribunal first considered whether it felt able to reasonably and fairly decide the case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
16. 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. Such a letting would normally include carpets, curtains, cooker, fridge and washing machine. Market rents are normally expressed as a figure per month.
17. The personal circumstances of the Parties are not relevant to this issue.
18. The Tribunal has considered all the submissions from the parties and on the evidence provided the Tenant is in agreement with the proposed rental level of £1,750 and the only dispute is a proposed fixed term which is a matter between the parties.
19. For these reasons, the Tribunal considers that an achievable rent for a similar four-bedroomed property in a good marketable condition with reasonably modern kitchen and bathroom fittings, modern services with carpets curtains and white goods provided by the Landlord would be **£1,750** per month. This figure is based upon the comparable evidence provided by the parties and the Tribunal's professional judgement. This figure took into account the Tenant's evidence in connection with the condition of the property.

Decision

20. The Tribunal therefore determined that 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 in its current condition was **£1,750** per calendar month.
21. The Tenants made no representation that the proposed starting date for the new rent specified in the Landlord's notice would cause undue hardship.

22. The Tribunal directed the new rent of **£1,750 per calendar month** to take effect on the **4 October 2024**. This being the date set out in the Landlord's Notice of Increase.

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).