



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

Case reference : **CHI/00HN/MNR/2024/0145**

Property : **Flat 902 Berry Court, St Peters Road,
Bournemouth, Dorset, BH1 2LG**

Applicant Tenant : **Andre Best and Kevin Mason**

Representative : **None**

Respondent Landlord : **Abri Group Limited**

Representative : **None**

Type of application : **Determination of a Market Rent
Sections 13 & 14 Housing Act 1988**

Tribunal member(s) : **Mr R Waterhouse FRICS (Chair)
Mr MJF Donaldson FRICS
Mr M Woodrow MRICS**

Date of determination : **19 August 2024**

Date of reasons : **2 October 2024**

REASONS

Decision of the Tribunal

On 19 **August 2024** the Tribunal determined a Market Rent of **£1285.00 per month** to take effect from **1 July 2024** and issued its decision in the form of summary reasons. It should be noted that the amount determined represents the market rent determined under section 13, the Landlord may choose to charge less.

Background

1. By way of an application received by the Tribunal dated **11 June 2024**, the Applicant Tenant of Flat 902 Berry Court, St Peters Road, Bournemouth , Dorset, BH1 2LG (hereinafter referred to as “the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent Landlord of the property under Section 13 of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice dated **24 May 2024** proposed a new rent of **£1285.00 per month** to take effect on **1 July 2024** in lieu of a passing rent of **£1150.00 per month**.
3. The property was let to the Applicant Tenant by way of an assured shorthold tenancy from **16 June 2020**. Upon conclusion of the contractual term the tenancy carried on as a statutory monthly periodic tenancy.
4. On **16 July 2024**, the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within 7 days. In accord with current Tribunal policy the parties were advised that no inspection would be undertaken. No objections were received to determination on papers,
5. The Directions required the Landlord and Tenant to submit their completed statements to the Tribunal by **30 July 2024** and **13 August 2024** respectively, with copies to be sent to the other party. Both parties complied.

Law

6. In accordance with the terms of Section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing Landlord, under an assured tenancy, on the same terms as the actual tenancy.

7. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to Tenants' improvements and any decrease in value due to the Tenants' failure to comply with any terms of the tenancy.

The Property

8. The Tribunal did not inspect the property. According to the Reply Forms submitted, the property comprises a ninth floor, 2-bedroom flat, with an open-plan living room/kitchen, a bathroom with w.c. and ensuite shower room with WC
9. The property is in a purpose-built block completed in 2018. The developer describes the flat as a Type 14 Flat with a stated floor area of 784 sq ft. The property benefits from central heating, double glazing, and carpets and curtains supplied by the Landlord. Additionally, the property has an "integrated fridge freezer, electric cooker, dishwasher, hob and extractor fan, separated freestanding washer dryer machine in double spaced utility cupboard. There is off-street parking and permit parking and access to communal gardens. Internet and satellite ports are fitted.
10. Shops, local amenities and public transport services are available in the area.

Submission – Tenants

11. The inventory showed extensive photographs of the property as let in 16 June 2020.
12. The Tenant submitted a completed Reply Form dated 11 August 2024. The Form noted the accommodation, concern over the unreliability of the communal lifts. The Tenant asserted that over the past four years they have experienced a lack of heating and hot water for more than 60 days and further, that there are issues with security at the main entrance with parcel theft occurring.
13. Additionally, the tenant asserts, windows have never been cleaned, that there are issues with sound insulation between the properties and that the area is noisy from noise coming from late night pubs and bars.
14. The Tenant notes that Flat 902 is the only unit on the 9th floor without a private balcony. The Tenant has replaced the landlord supplied washing machine and tumble dryer with their own following issues of trying to get replacements from the landlord.
15. There is carparking but, Applicant Tenant believes this was supplied to the landlord at no cost and so it should not attract rent. In terms of the rental levels the Tenant refers to the landlord's 54 properties cited in the Landlord's submission pointing out that they range from £1350 to £2450 per month.
16. The Applicant Tenant includes within their Reply Form a commentary on rental trends in the area and the average cost of a 2-bedroom flat in the area as being £1060.00 per month.
17. Additionally, the Applicant tenant, having conducted a review of 32

properties in the area of, both let and not let units in the area proposes a reasonable increase as being £50.00 per month.

Submissions- Landlord

18. The Landlord submitted a completed Reply Form identifying the accommodation. Additionally, the Landlord submitted a Rightmove search containing 54 items.

The Determination

19. The Tribunal determines a market rent for a property by reference to rental values generally and, in particular, to the rental values for comparable properties in the locality. The Tribunal has no regard to the current rent and the period of time for which that rent has been charged, nor does it take into account the percentage increase which the proposed rent represents to the passing rent. In addition, the legislation makes it clear that the Tribunal is unable to account for the personal circumstances of either the Landlord or the Tenant. So, the status of the Landlord being “private” or not private is not material.
20. The date the Tribunal assesses the rent is the effective date in the Landlord’s Notice, which is the **1 July 2024**. The Tribunal disregards any improvements made by the Tenants but considers the impact on rental value of disrepair, due to the Tenant's failure to comply with the tenancy terms or the Landlord's failure to repair.
21. In the first instance, the Tribunal determined what rent the Landlord could reasonably be expected to obtain for the property in the open market, if it were let on the effective date and in the condition that is considered usual for such a market letting.
22. The challenge for the Tribunal with the information cited by the Landlord and the Tenant is that it is not known what the settled figures are if the property is agreed, nor, if it was available what it may have eventually let for.
23. The Tribunal is conscious that the subject property does not have a balcony but that it has more floor space than some of the properties in the block that have balconies. The car parking, whilst it may or may not be provided to the Landlord free, is of benefit to the Tenant and would attract a further rental bid.
24. The Tribunal weighed the parties’ evidence against its own expert knowledge as a specialist Tribunal and, having regard to the nature, specification and size of the subject property, determined a rent of **£1285.00 per month**.
25. There were extensive submissions on the condition or quality of the flat. The Tribunal considers these to be either common issues within the area, eg crime levels which are reflected within the other comparables or that specific issues are also present within those comparables and so no further deduction is warranted.

26. The Tribunal finds adjustments are not evidenced and the rent determined is **£1285.00 per month with effect from 1 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 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).