



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

Case Reference : **CAM/00MB/MNR/2021/0036**

Property : **31 Roald Dahl House, Wycliffe End, Aylesbury,
Buckinghamshire HP19 7XD**

Applicant (Tenant) : **Zaheer Nabi**

Respondent (Landlord): **Grace Durojaye**
Representative : **Genesis Estate Agents**

Type of Application : **Determination of a market rent under
Section 13 of the Housing Act 1988**

Tribunal Members : **Judge JR Morris**
Mrs M Wilcox BSc MRICS

Date of Decision : **7th February 2022**

DECISION

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DECISION

1. **The Tribunal determined a rent of £725.00 per calendar month to take effect from 21st December 2021.**

REASONS

THE PROPERTY

2. The Landlord provided an extract from the leasehold sales brochure describing the Property. Both parties provided information about the Property on the Reply Form attached to the Directions referred to below.
3. The Property is a first-floor purpose built flat in a three-storey building of brick elevations with feature bays to front and rear under a pitched tile roof probably constructed in the 1980s. The building is one of several similar blocks of flats on a residential development close to the centre of Aylesbury. The windows and doors are upvc with double glazed units. The rainwater goods are upvc. There are communal grounds laid to grass, trees and shrubs, pedestrian areas and residents' car park. The building has a communal hallway with stairs rising to the first and

second floors. There is no lift. Access to the internal communal areas is via a security entry system.

Accommodation

The Property comprises:

An Entrance Hall with built in cupboards and off which are the Bathroom and Living Room/Bedroom [17'11" x 11'9" (5.46m x 3.5m)]. The Kitchen [6'2" x 4'9" (1.88mx 1.45m)] is off the Living Room/Bedroom and has a range of fitted units. Space and plumbing for a washing machine and space for a cooker.

Services

Space and water heating is by a gas fired central heating system. The Property has mains electricity, gas, water and drainage.

Furnishing

The Property is let unfurnished. Carpets are provided. The Tenant states that white goods are not provided whereas the Landlord says they are.

THE TENANCY

4. The Tenancy commenced as a contractual fixed term Assured Shorthold Tenancy of 6 months on 22nd November 2017 and has continued since 21st May 2018 as a statutory periodic tenancy. A copy of the Tenancy Agreement dated 17th November 2017 was provided. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

THE REFERRAL

5. The current rent is £650.00 per calendar month from the commencement of the tenancy. The Landlord by a notice in the prescribed form dated 30th October 2021 proposed a new rent of £850.00 per calendar month from 21st December 2021.
6. On 15th November 2021 the Tenant referred the notice proposing a new rent to the Tribunal. Directions dated 24th November 2021 were issued informing the parties that the Tribunal did not intend to inspect the Property internally although it may use internet mapping and may make an external inspection or hold an oral hearing unless a request was made by 15th December 2021. Neither party made a request for a hearing or internal inspection. Both parties provided brief comments on the Reply Form attached to the Directions mentioned above.

THE LAW

7. The relevant law is in section 14 of the Housing Act 1988 which is summarised below.
8. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic 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 subject Tenancy

9. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall 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) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
 - (c) any reduction in the value of the dwelling-house due to the failure of the Tenant to comply with any terms of the subject Tenancy.
- 9, Nothing in section 14 affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

REPRESENTATIONS

10. The Tenant made written representations saying that notification was received on 16th September 2021 that the rent was going to be increased to £700.00 per calendar month on 29th September 2021 but were later advised that it was actually going to increase to £750.00 per calendar month. Subsequently in October the section 13 Notice was issued proposing an increase to £850.00 per calendar month.
11. The Tenant referred to rental values of properties which were said to be comparable in the same area as follows:
1. Cheney Way, studio flat at £575.00 per calendar month
 2. Carlton Close, studio flat at £650.00 per calendar month
 3. Enid Blyton House, studio flat at £695.00 per calendar month
 4. Milton Road, 1 bedroom maisonette at £695.00 per calendar month
 5. Churchill Avenue, 1 bedroom flat at £700.00 per calendar month
 6. Castle Close, 1 bedroom maisonette at £775.00 per calendar month
12. The Landlord made written representations stating that the rent included gas, electricity and the use of the communal laundry room. The rent had not been increased since 2017.
13. The Landlord referred to rental values of properties which were said to be comparable as follows:
1. Shereway, 1 bedroom flat at £825.00 per calendar month
 2. Church Row, Pebble Lane, 1 bedroom flat at £825.00 per calendar month
 3. Fowler Road, HP19, 1 bedroom flat at £850.00 per calendar month
 4. Oxford Road, HP19, 1 bedroom flat at £875.00 per calendar month

DETERMINATION

14. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. The Tribunal does not take into account the present rent and the period of time which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent. The Tribunal cannot take into account the personal circumstances of either the Landlord or the Tenant.

15. The Tribunal assessed a rent based on the condition of the Property as at the time of the determination for a studio flat in the condition as described by the parties.
16. Both parties provided rental values for comparable properties. The Tribunal added to this the knowledge and experience of its members. There is a large number of flats in the general locality and the Property is situated in a Development of several virtually identical blocks of flats comprising studio and one- and two-bedroom flats. At the time of the determination there were no flats currently on the market at the development however there were several recent lets, the details of which could be accessed on a variety of internet letting sites.
17. Generally, it appeared that two-bedroom flats on the Development let for about £1,000.00 per calendar month. Rentals for one-bedroom flats were in the region of £825.00 to £875.00 per calendar month. Studio flats were in the region of £695.00 to £775.00 per calendar month depending on whether utilities and internet access were included and whether carpets, curtains and white goods were provided.
18. The Tribunal compared its findings with the rental values of properties submitted as being comparable to the Property. The Landlord had submitted rental values for one-bedroom properties which were commensurate with the rental values found by the Tribunal. Of the properties submitted by the Tenant the Tribunal found Enid Blyton House was the most direct comparable but it was not clear whether it included utilities and it had been let some while ago. Carlton Close was a studio flat but services were extra. Milton Road, Churchill Avenue and Castle Close were not comparable being 1-bedroom flats or maisonettes in a different area and so were treated as only giving a guide to rental values more generally.
19. On Considering the rental values of the properties submitted by the parties together with its own findings the Tribunal found that, taking into account the inclusion of utilities and the provision of carpets and the use of the laundry room, the market rent for the Property is £725.00 per calendar month.
20. The Tribunal determined that a market rent for the Property in its present condition and including gas and electricity and the use of the laundry room is **£725.00 per calendar month to take effect on 21st December 2021.**

Judge JR Morris

APPENDIX - RIGHTS OF APPEAL

1. If a party wishes to appeal the 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.
2. 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.
3. 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.
4. 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.