



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

Case Reference : **CHI/00HB/MNR/2021/0141**

Property : **64 Bromley Road
Bristol
BS7 9JD**

Landlord : **P Claridge**

Representative : **Kendall Harper**

Tenants : **Ms W Polaine-Mayer & Mr D
Fussell**

Representative : **None**

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

Tribunal Members : **Mr I R Perry BSc FRICS
Ms C D Barton BSc MRICS**

Date of Inspection : **None. Paper determination**

Date of Decision : **31st January 2022**

DECISION

Summary of Decision

1. On 31st January 2022 the Tribunal determined a market rent of £1,100 per month to take effect from 3rd December 2021.

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 Tenants pursuant to sections 13 and 14 Housing Act 1988.
3. On 14th October 2021 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,400 per month in place of the existing rent of £1,050 per month to take effect from 3rd December 2021. The notice complied with the legal requirements.
4. On 2nd December 2021 the Tenants made an application to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Coronavirus pandemic and considerations of health have caused a suspension of inspections and Tribunal hearings in person until further notice.
6. The Tribunal issued directions on 23rd December 2021 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. Both parties submitted papers by the specified dates setting out their respective cases. The papers were also copied to the other party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 31st January 2022 based on the written representations received.

The Property

9. From the information given in the papers and available on the internet the property comprises a terraced house in an area of similar style properties within Bristol, approximately one mile from the centre of the city. The front elevation is of brick construction and the roof is covered with interlocking tiles.
10. The accommodation is described as including Living Room, Dining Room, Kitchen, two Bedrooms and a Bathroom with WC. There is a small front garden and a larger garden to the rear. Parking is on the road but permit only.
11. The property has gas-fired central heating, double glazed windows and an oven and hob. There is some dispute as to whether the property was

refurbished 2 years ago as stated by the Landlord, or more than 6 years ago as stated by the Tenants.

Submissions

12. The initial tenancy began on 3rd September 2015 at a rent of £1,050 per month. No white goods were provided.
13. The Landlord's Agent states that a stair carpet was included when the property was first tenanted and that the floorboards to the rooms were sanded and varnished. He also states that the Bathroom and Kitchen were replaced in 2013, and that there are outstanding works to the fencing and decking in the rear garden.
14. The Landlord's Agent also supplied a Best Price Guide from Rightmove which included several properties available to rent with asking prices between £1,250 and £1,500 per month.
15. The Tenants' submission to the Tribunal included photographs showing the present condition of the property, a list of repairs undertaken by the Tenants, a list of repair issues that are outstanding and further information taken from Rightmove as to the rental value of similar properties in the general area. The Tenants also state that they have purchased number of rugs to cover some floor areas.
16. The Tenants' submission describes ongoing issues with dampness affecting internal walls, a double-glazed window and window handle in the Bathroom that have failed, peeling and cracked decorations, bare floorboards that are worn with splinters and nails sticking up, a 30-inch drop from the rear door to the garden where the decking has been partially removed, leaking waste pipes, loose bannisters and an unusable garden area.
17. Within the submissions it is apparent that there is an ongoing dispute between the Landlord and Tenants which are unfortunate but do not have any effect upon the rental value.

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 consider 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.

Consideration and Valuation

- 18. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
- 19. 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 Tenants are not relevant to this issue.
- 20. 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 £1,350 per month
- 21. The Tribunal decided that adjustments need to be made to this open market rent to take account of the present condition of the property and the Tenants’ provision of white goods, curtains and appropriate floor coverings.
- 22. Using its experience the Tribunal decided that the following adjustments should be made:

Tenants’ provision of white goods	£20
Tenants’ provision of carpets	£30
Lack of floor coverings	£50
Internal dampness and mould growth	£50
External dilapidation and repair to decking	£50
Internal disrepair	£50
	—————
TOTAL	£250

- 23. The Tribunal is not empowered to compensate the Tenants for any repairs which should have been remedied by the Landlord.
- 24. The Tenants made no representation that the starting date for the new rent specified in the Landlord’s notice would cause the Tenants undue hardship.

Determination

- 25. 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 was £1,100 per month.

26. The Tribunal directed that the new rent of £1,100 per month should take effect from 3rd December 2021, this being the date specified in the original 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.