



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

Case Reference : **CAM/42UF/MNR/2021/0044
P:PAPERREMOTE**

Property : **8 Bailey Close Haverhill Suffolk CB9 0LH**

Applicant : **Mr Keith Prout**

Respondent : **Nemelita Seneviratne**

Date of Application : **28 June 2021**

Type of Application : **Determination of the market rent under
Section 14 Housing Act 1988**

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **21 October 2021
remote hearing on the papers.**

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DECISION

The market rent as at 9 September 2021 is £475 per month.

This has been a remote hearing on the papers which has been consented to by the parties. The form of remote hearing was, P:PAPERREMOTE. A face to face hearing was not held because no one requested the same, it was not practicable and all the issues could be determined on the papers.

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Background

1. On 28 June 2021 the tenant of the above house referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which proposed a rent of £485 per month with effect from 9 July 2021, is dated 4 June 2021.
3. The tenancy is an assured tenancy which commenced on 8 March 2017. The rent payable when the landlord's notice of increase was served was £445 per month.
4. Owing to the Covid 19 restrictions the parties were asked if they would consent to the application being dealt with on the paper. Written representations were received from both the landlord and the tenant.

The Accommodation

5. The subject property is a modern detached house in a cul de sac of similar properties. The subject is a room in this shared house which comprises a living room, kitchen, five bedrooms, bathroom, shower room, laundry room and separate small room housing fire alarm panel. The house is double glazed and centrally heated.

The evidence

6. The tenant described the individual rooms as being in good condition. The house is fully furnished, including white goods. He was of the opinion that the increase in rent should be 5% rather than the 10% proposed.
7. The landlord explained that the rent includes council tax, water, electricity and gas bills which have all increased since the rent was set. The house has been decorated and a new boiler installed within the last two years. All the bedrooms are doubles. Although this is smaller than the other bedrooms. Weekly rents vary from £100 per week for a single and £545 per month for a double room.

The law

8. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
9. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

Valuation

10. In coming to my decision, as neither party supplied any evidence I have relied on the my own general knowledge of rental levels in Haverhill.

The decision

11. Doing the best I can with no direct comparables, I have concluded that the rent at which the room might reasonably be expected to be let on the open market is £1100 per month.
12. The Tribunal determines the rent at £475 per month with effect from 9 July 2021 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 21 October 2021

ANNEX - RIGHTS OF APPEAL

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee

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 to 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 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 of the dwelling-house concerned or are payable under separate agreements....

