



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

Case Reference : **CHI/43UH/MNR/2021/0139**

Property : **22 Cleveland Park
Stanwell
Staines
Surrey
TW19 7LX**

Landlord : **Mr D Kinge**

Representative : **None**

Tenant : **Mr G Rushmer and Mrs L Rushmer**

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
Mrs J E Coupe FRICS
Mr M J F Donaldson FRICS MCI Arb
MAE**

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

Date of Decision : **6th January 2022**

DECISION

Summary of Decision

1. On 6th January 2022 the Tribunal determined a market rent of £1,300 per month to take effect from 1st 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 Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 22nd October 2021 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,356 per month in place of the existing rent of £1,292 per month to take effect from 1st December 2021. The notice complied with the legal requirements.
4. On 17th November 2021 the Tribunal received an application from the Tenant 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 30th November 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 which 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 6th 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 modern terraced house in a small development of residential properties between a main residential area and a commercial area, very close to Heathrow airport.
10. There are local amenities within easy reach and a full range of shopping, educational and other amenities within several local and contiguous towns, including Hounslow, Feltham and Ashford.
11. The accommodation is described as including a Living Room, fitted Kitchen and a WC all at ground level with two Bedrooms and a Bathroom at first floor level. There is off-street parking and gardens. The property is heated by three electric night storage heaters and is double glazed.

Submissions

12. The initial tenancy began on 1st December 1991 when the Landlord was Airways Housing Society Limited. The initial tenancy agreement describes the Kitchen as having a fitted hob, oven and extractor. The Tenant provides other white goods.
13. The initial tenancy agreement also refers to fitted carpets throughout and at section 10 requires the Tenant to “decorate all internal parts of the Premises as frequently as is necessary to keep them in good decorative order”.
14. Furthermore, at paragraph 4 (a) the rent is to be increased each year in line with the Retail Prices Index.
15. The Tenant describes the Kitchen and Bathroom fittings as being 30 years old, but “in good condition considering the age of them”.
16. The Landlord provided evidence of other two-bedroomed properties available to let in nearby Staines.

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

- 17. 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.
- 18. 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 Tenant are not relevant to this issue.
- 19. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Staines and surrounding areas 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

20. However the Tribunal decided that the property was not let on a basis which would command such a rent and a number of small adjustments should be made to reflect this.
21. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of curtains	£10
Tenant's provision of some white goods	£20
Limited provision of night store heaters	£20
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TOTAL	£50

22. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination

23. 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 £1,300 per month.
24. The Tribunal decided that the rent review clause in the original tenancy agreement did not preclude the Tribunal from assessing and fixing a rent in accordance with sections 13 & 14 of the Housing Act 1988 and directed that the new rent of £1,300 per month should take effect from 1st December 2021, this being the date within 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.