



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

Case Reference : CAM/38UC/MNR/2021/0014

Property : 15, Folly Bridge Court, Shirelake Close, Oxford OX1 1SW

Landlord : K. Pugh

Tenant : D. Henwood

Type of Application : to determine a rent under the
Housing Act 1988

Tribunal Members : Judge Judith Lancaster **Chair**
R. Thomas MRICS **Valuer Member**

Date of determination : 7 June 2021

Date Decision Effective: 3 April 2021

STATEMENT OF REASONS

DECISION

The Tribunal determined a rent of £900.00 per calendar month

THE PREMISES:

- 1 Due to Covid-19, the Tribunal did not inspect the Property, but made their determination on the basis of the information provided by the parties, and information gained from internet mapping applications, and their knowledge of the local area.
2. The Property is a one-bedroom flat, in a modern purpose-built block of traditional construction, close to the centre of Oxford. There are communal gardens, and an underground allocated parking space.
3. The accommodation consists of a hall, living room, kitchen bedroom and bath/WC. It was not clear to the Tribunal whether the bath and WC are separate, but this would make no material difference to the determination. The Property is double-glazed and has central heating. Most carpets and curtains were provided by the Landlord, but the Tribunal understands that these have not been replaced since the beginning of the Tenancy. The Landlord also provided white goods at the beginning of the Tenancy. Some furniture was provided by the Landlord.

THE TENANCY

4. The Tribunal were provided with a copy of a document titled 'Agreement for the Letting of Furnished Premises', starting on 26 July 1995, a copy of a Deed of Surrender of Tenancy, dated 11/04/14, and a Assured Shorthold Tenancy Agreement for a period of 12 months commencing on 11/06/14. The Tenant has questioned the effect of this Deed of Surrender and Assured Shorthold Tenancy Agreement, particularly in relation to his security of tenure,

but this does not affect the Tribunal's determination – under both agreements, the current tenancy is a monthly assured periodic tenancy, and the Landlord's repairing obligations are the same as, or very similar to, set out under section 11 of the Landlord and Tenant Act 1985. Security of tenure is not an issue which is relevant to this Tribunal's determination in this case.

THE APPLICATION

5. By a notice pursuant to section 13 of the Housing Act 1988, the Landlord gave the Tenant notice of his intention to increase the rent from £600.00 per month to £1200.00 per month from 03/04/21. By an application dated 16/03/21 the Tenant referred this notice to the Tribunal.

REPRESENTATIONS OF THE PARTIES

6. Neither party requested a hearing, but both submitted written representations. The Tenant's representations included a number of photographs of the Property.

7. The main points of the Tenant's representations which are relevant to this determination may be summarised as follows;

- a) the rent was last increased to £600.00 pcm excluding bills in June 2014;
- b) in early 2020, the Landlord visited the Tenant and they discussed fixing the broken cooker, replacing the mattress, and fixing the leak, and the Landlord suggested raising the rent to £650. The Tenant agreed, as he understood this would be conditional on the Landlord carrying out the repairs discussed, but this did not happen, although a replacement cooker was provided in February 2021, and the Tenant has continued to pay £600.00 pcm;
- c) the kitchen and bathroom tiles are worn and not fit for purpose. The Tenant carpeted over tiles in the bathroom and kitchen but has had to take up the carpet in the kitchen. The balcony tiles are also lifting;
- d) there is a leak from an overflow pipe onto the balcony, which was notified to the Landlord 18 months ago, but not repaired. The Tenant did a temporary fix, to stop water ingress;
- e) in September 2020 the Landlord sent the Tenant a letter seeking to increase the rent to £1200.00 pcm, but the Tenant has been advised that the Landlord can only do this if the Tenant agrees. The Tenant pays the rent through Housing Benefit and could not agree the proposed increase as he cannot pay it;
- f) in 1995 the Property was part-furnished with serviceable bits of furniture. The original settee and chairs were replaced by the Landlord;
- g) the Landlord has not carried out any improvements or modernisation since 1995;
- h) the living room curtains were provided by the Tenant;
- i) the Property is approximately 100m from the riverside path, which is reached across the communal car park. A public right of way means that the communal gardens are open to all.

8. The main points of the Landlords' representations which are relevant to this determination may be summarised as follows;

- a) the Tenant has access to beautiful communal gardens, as well as a large private balcony beside the Thames. The car parking space is a private car parking space in an underground car park, solely accessible to residents with a security key fob. There is a lift connecting the car park directly to the floor the Tenant lives on, and so it is best described as a garage;
- b) the Landlord provided carpets and curtains, but the Tenant removed the living room curtains. The Landlord can put back the original fire-retardant curtains if asked to do so;
- c) the Landlord was not previously aware of the worn tiles in the bathroom and kitchen, and the kitchen tiles have now been replaced;
- d) the Landlord was not aware of the leak until receiving a copy of the Tenant's application. The leak is in fact normal condensation from the condensing boiler. The Landlord has proposed replacing the boiler but the Tenant is reluctant;
- e) the balcony tiles are a floating type tile and designed to move;

- f) after attending the Property, the Landlord noted some water stains on the bathroom ceiling from a bathroom above the Property. These stains have been treated;
- g) the Landlord has also fitted new patio doors and provided a new cooker. Other repairs include emergency repair to the WC, installing new smoke alarms, electrical rewiring a consumer box and refitting of compliant electrical fittings to the bathroom ceiling;
- h) the Landlord provided details of 2 comparable properties in the same building, advertised at asking rents of £1,200.00 pcm and £1,250.00 pcm. These properties are not modern, nor have they been recently renovated. On this basis, the Landlord believes a new rent of £1,200.00 pcm is fair;
- i) the Landlord also sent details of a 'recently re-decorated' property in the building, advertised to let at £700.00 per week, as an indication of the potential of the Property;
- j) the Landlord also submitted details of similar properties in the area, which have a more modern appearance, but which do not have underground parking, communal gardens and a large balcony by the River Thames;
- k) Andrews Letting Agents has determined an average monthly rent for one-bedroom flats in the same area as the Property at £1,025.00. Given the added facilities associated with the Property, The Landlord's valuation is in line with letting agents in the local area;
- l) the Landlord has also instructed Leaders Letting agents to undertake an internal and external appraisal of the Property. They have provided a current estimated rental valuation of £1,175.00 pcm. With some modernisation, the agent recommends a market value in excess of £1,200.00 pcm could be achievable.

THE DECISION

9. Under section 14 of the Housing Act 1988 the Tribunal must determine the rent at which the Tribunal considers that the Property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy which;

- is a periodic tenancy and has the same periods as the Tenancy of the Property;
- begins on 03/04/21;
- has terms which are the same as those of the Tenancy of the Property.

The Tribunal must disregard any improvements made by the Tenant which the Tenant was not obliged to do under the terms of the Tenancy Agreement, and any reduction in value of the Property resulting from any failure by the Tenant to comply with the terms of the Tenancy Agreement.

10. The Tribunal noted all the representations made by the parties, including the Tenant's photographs and the Landlord's comparable properties. However;

- the list of 10 properties on pages 58 and 59 of the Landlord's representations did not provide enough details about each property to allow them to be considered as useful comparable properties;
- The property the Landlord describes as 'recently redecorated', (paragraph 8(i) above), is advertised as a 'short let', and the weekly rental asked varies throughout the year, so this is not comparable with the Property in terms of the type of tenancy.

11. The Tribunal does not take account of previous rental levels in determining a market rent - a previous rent may have been higher or lower than market rents at that time.

12. The Tribunal must determine a rent on the basis of the condition of the Property as at the date of the determination.

13. It should be noted that an asking rent is not necessarily the same as an agreed rent.

14. The Tenant does not have to agree to a rent increase.

15. The Tribunal did not consider that the furniture provided had any significant value, as far

this determination is concerned.

16. The Landlord had originally provided carpets, curtains and white goods, but the Tribunal were not told that they had been replaced since 1995, apart from the cooker.

17. Taking these factors into account, together with the evidence, and using their knowledge and experience of the rental market in the area, the Tribunal determined an open market rent of £1,200.00 per calendar month for a similar property, in good condition, with modern facilities, carpets and curtains, and some white goods.

18. The Tribunal determined that a deduction should be made for the condition noted above. It should be noted that this deduction cannot be a simple arithmetical calculation but is the Tribunal's estimate of the amount by which the rent would have to be reduced to attract a tenant. A deduction of £300.00 pcm was made to reflect all these items.

19. The Tribunal therefore determined a rent of £900.00 per calendar month for the Property.

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Judge Lancaster

ANNEX - RIGHTS OF APPEAL

1. 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.
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.