



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

**Case Reference** : **CHI/00MW/MNR/2021/0005**

**Property** : **8 Youngswood Copse, Alverstone  
Garden Village, Sandown, Isle of  
Wight PO36 0HJ**

**Applicant** : **D & L Jones - Tenants**

**Representative** : **None**

**Respondent** : **Mrs B Jupp - Landlord**

**Representative** : **Roach Pittis**

**Type of Application** : **Housing Act 1988 – Section 13  
Appeal of Notice of Rent increase**

**Tribunal Members** : **R T Athow FRICS MIRPM – Chairman  
B Bourne MRICS MCI Arb  
S Hodges FRICS**

**Date of Decision** : **3<sup>rd</sup> March 2021**

---

**DECISION**

---

## **Background**

1. The Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,550.00 per month in place of the existing rent of £550.00 per month to take effect from 31<sup>st</sup> January 2021.
2. The tenancy is an assured periodic tenancy from 31<sup>st</sup> May 2019. The tenancy Agreement supplied to the Tribunal states the tenancy is for a term of 12 months at a rent of £550.00 per month payable 6 monthly in advance.
3. On 21<sup>st</sup> January 2021 the Tribunal received an application from the Tenants under Section 13(4) of the Housing Act 1988 dated 20<sup>th</sup> January 2021.
4. On 27<sup>th</sup> January 2021 the Tribunal made Directions informing the parties that in view of the Governments advice with respect to the Covid 19 outbreak an inspection would not take place. The parties were given the opportunity to provide supporting photographs of the property and if desired make representations to have the case stayed until an inspection was possible.
5. The Directions required the Landlord to send a statement to the Tenants and to the Tribunal supporting the application for an increase in rent. The Tenants were also required to send a statement to the Landlord and to the Tribunal in support of her objection.

## **Information**

6. The matter is dealt with as a paper determination without hearing. In the current circumstances it has not been possible to inspect the property and the Tribunal relies on submissions from the Landlord and Tenant in correspondence, publicly available housing data online and its own expert knowledge. The Tribunal has read all of the papers submitted by the parties.

### Tenants' submissions.

7. Mr & Mrs Jones state the house is detached with 3 bedrooms and 3 bathrooms. The garage has been converted into an annexe with a small kitchen but has not been connected to the electrics and is unfinished. The property was built in the 1940's and is now in need of modernisation.
8. They had agreed to rebuild the decking and patio areas, and one bathroom at their own expense in return for a reduction in the rent to £550 per month.
9. Two lengthy submissions were received by the Tribunal, setting out the state of the property and the terms of the tenancy. A series of photographs were included. Evidence of similar properties was included.
10. The list of items of disrepair is extensive. The main items are:
  - (1) There are no smoke alarms or fire doors.

- (2) The WC in one of the bathrooms leaks.
  - (3) The downstairs shower does not work.
  - (4) When they moved in the front door would not lock, and there was no oven.
  - (5) Many other areas of disrepair were listed in their submissions.
  - (6) The Landlord has not supplied any Gas Safety Certificates and so they had to get one themselves in November 2020. The Landlord has not supplied an EPC, but they have found one on the National Database.
11. The Tenants state they have spent over £15,000 on the property as shown in the list in their submissions.
  12. The Tenants prepared an Assured Shorthold Tenancy agreement, signed it and sent it to the landlord.
  13. Comparable evidence of several properties was included from which they conclude the rental value to be £550 per month.

Landlord's submissions.

14. The landlord's written statement was also extensive, and set out how the tenancy came into being. At the outset the tenants said they would be happy to complete the replacement of the decking area in the garden which was in disrepair, and repair the shower in return for discounted rent of £550.00 per month for a term of 18 months.
15. Mrs Jupp accepts that she did not sign the tenancy agreement but that it is nevertheless broadly the terms agreed between the parties. However, after thinking about it for a few days Mrs Jupp felt she should have the work done herself as the Tenants were then also considering redoing the shower room which Mrs Jupp did not feel needed to be done as there were already two other bathrooms. As a result, Mrs Jupp decided she did not want to rent the property out at that stage at a reduced rent. She informed the Tenants of her feelings and thought that would be the end of the matter and they would find somewhere else to rent.
16. When the 18 month term was almost up Mrs Jupp wrote to the Tenants stating she needed the house back on the 1st December 2020 but accepts that she did not serve the appropriate legal notice.
17. Accepting that the correct notice had not been served Mrs Jupp then served a notice of increase of rent.
18. Regarding the Tenants' claim that the house is in disrepair, Mrs Jupp disputes this as Mr and Mrs Jones have raised no concerns whatsoever about the state of the property.

19. Turning to the rental value of the property Mrs Jupp attached a number of comparable properties that she found on Rightmove all across the Isle of Wight. From this she concluded that a property of this nature is likely to rent for about £1,500 per month. Consequently, Mrs Jupp's solicitors served a notice of increase to £1,550.00 per month.

## **The Law**

### 20.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-  
was carried out otherwise than in pursuance of an obligation to his immediate Landlord, or*
- (c) (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*
- (d) 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 Determination**

21. The Tribunal has considered the representations of both parties.
22. The personal circumstances of the Landlord and Tenant are not relevant to this issue. The Tenants saw the condition of the property before they took on the tenancy and negotiated a rent accordingly.
23. 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.
24. For the property to achieve such a rent it would need to be in good condition throughout, free of damp and with a fitted kitchen with integral white goods, modern bathroom and WC. It would also be expected to have good quality floor coverings and curtains in good condition.
25. The property has an EPC dated 8<sup>th</sup> May 2014 which shows the floor area as 214 square metres and a rating of 55/D.
26. From the evidence supplied by the parties the Tribunal concludes the current rental value of the property in good letting condition would be £1,250 per month.
27. The Tribunal took note of the substantial discount in the rent for the 18 month period that had been agreed by the parties to allow for the works to be undertaken by the Tenants at their own expense. The Tenants have

undertaken that work. It therefore is logical that the rent paid should return to market rent.

28. However, it appears the property is still not in the condition described in paragraph 25 above and a prospective Tenant would expect to pay a lower rent to reflect those differences.
29. The items the Tribunal consider diminish the rental value are
  - (1) Lack of garage
  - (2) The condition of the property as stated by the Tenant.
  - (3) No white goods
  - (4) No smoke alarms
  - (5) No Gas Safety Certificate supplied by the Landlord.
30. The Tribunal considers that the reduction in rent to reflect this would be of the order of 10% which equates to £125.00 per month.
31. The Tribunal therefore determines that the rent payable from 31<sup>st</sup> January 2021 being the date stated in the notice is £1,125.00 per month.

R T Athow FRICS MIRPM  
Valuer Chairman

---

#### **PERMISSION TO APPEAL**

1. A person wishing to appeal the 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.
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.