



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

Case Reference : **CHI/29UL/MNR/2021/0002**

Property : **Pear Tree Farm Stables
North Elham
Elham
Canterbury
Kent
CT4 6UY**

Applicant : **Ms M Tanner**

Representative : **None**

Respondent : **Ms V Vartanian**

Representative : **None**

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

Tribunal Members : **Mr I R Perry FRICS
Mr N Robinson FRICS
Mr M Woodrow MRICS**

Date of Inspection : **None. Decided on the papers**

Date of Decision : **19th February 2021**

DECISION

Summary of Decision

1. On 19th February 2021 the Tribunal determined a market rent of £1,650 per month to take effect from 6th January 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. The Tenant first took occupation under an Assured Shorthold Tenancy on 6th June 2020 with a rent of £1,600 per month.
4. On 1st December 2020 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,750 per month in place of the existing rent of £1,600 per month. The notice complied with the legal requirements.
5. On 19th December 2020 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988. The Coronavirus pandemic and considerations of health have caused a suspension of inspections and of Tribunal hearings in person until further notice.
6. The Tribunal office informed the parties that the Tribunal intended to determine the rent based on written representations subject to an objection from either party and that the parties could submit photographs or video evidence in support of their claim. The Tribunal may also inspect the property via the internet.
7. No such objection was received. A Tribunal was arranged for 19th February 2021.
8. Both parties submitted papers to the Tribunal which had been copied to the other party. These submissions included a wide range of comparable properties available to let within the general area.

The Property and Submissions

9. The property comprises a detached single storey barn conversion with brick, stone and timber clad elevations under a pitched slate roof. It is situated in a rural position a short distance from the village of Elham within the Kent Downs Area of Outstanding Natural Beauty, between Canterbury and Folkestone.
10. The accommodation includes a combined Lounge/Kitchen/Dining Area, three Bedrooms, two Bathrooms and a further room converted from a garage that is accessed through one of the bedrooms and contains the boiler and washing machine. Outside there is off-road parking for

several vehicles, a garden and a paddock, the whole comprising nearly one acre.

11. Central heating is oil-fired, drainage is to a Septic Tank. Windows are double glazed. Floor coverings/finishes and various curtains, blinds and white goods are all included as per the Inventory submitted.
12. Both parties submitted details of their dealings as Landlord and Tenant over the previous months, particularly referring to the possible purchase of the property by Ms Tanner.
13. Ms Vartanian informed the Tribunal that the property had been let previously at a rent of £1,650 per month and had stated within correspondence that she was prepared to accept a new rent of £1,700.

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

14. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted, without an inspection or oral hearing. Having read and considered the papers it decided that it could do so.
15. 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, nor is the relationship between Landlord and Tenant.
16. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Kent 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 £1,650 per month.
17. The property is let with appropriate floor coverings, curtains, blinds and white goods included, and the Tenant has not carried out any improvements that would merit a reduction in this market rent.

Determination

18. 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 £1,650 per month.
19. The Tribunal directed that the new rent of £1,650 per month should take effect from 6th January 2021 this being the date specified 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.