



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

Case Reference : **CHI/43UB/MNR/2021/0051**

Property : **4 Brookfield Place
Cobham
Surrey
KT11 2BY**

Landlord : **T Hain and M Haim**

Representative : **Grosvenor Billingham**

Tenant : **N Seamons & R Harverson**

Representative : **Streeter Marshall LLP**

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

Tribunal Members : **Mr I R Perry BSc FRICS
Mr M J Ayres FRICS
Mr J S Reichel BSc MRICS**

Date of Inspection : **None. Determined on papers**

Date of Decision : **15th July 2021**

DECISION

Summary of Decision

1. On 15th July 2021 the Tribunal determined a market rent of £6,500 per month to take effect from 18th May 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 15th April 2021 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £9,000 per month in place of the existing rent of £6,495 per month to take effect from 18th May 2021. The notice complied with the legal requirements.
4. On 14th May 2021 the Tribunal received an application from the Tenant's representative 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 21st May 2021 informing the parties that 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. The papers were also copied to the other party. A Tribunal was convened for 15th July 2021 using video conferencing.

The Property

8. From the information given in the papers and available on the internet the property comprises a detached house situated within a gated community of four properties situated about 1/2 mile west of Cobham within a popular area of Surrey bounded by the M3, A3 and A423.
9. The accommodation is described as including six bedrooms, five bathrooms, one living room, one dining room, one kitchen, an office, gardens and a double garage.
10. The accommodation has double-glazed windows and central heating. Carpets curtains and white goods are all included.

Submissions

11. The initial tenancy began on 18th October 2019.

12. The Tribunal was informed that the previous tenants of the property had used it to grow drugs and that once they had left the property had been refurbished. The majority of the fixtures and fittings had been retained but new carpets and floorings had been fitted and decorations had been renewed.
13. The Tenant's submitted a letter dated September 2020 from the Brookfield Place (Cobham) Management Company Limited proposing remedies for an infestation of cockroach type bugs within three of the four properties in the road. The Tenant's also supplied photographs of one of these insects and a cockroach trap inside the property.
14. The Tenants who are responsible for the gardens also included photographs which showed that these are well maintained by them, in accordance with the Lease.
15. The Tribunal was provided with particulars of properties to rent in the general area with prices ranging from £3,950 per month to £6,250 per month. The Tribunal was also provided with an opinion of value from James Dodds, a lettings area manager of Grosvenor Billingham, suggesting a rental value of £7,000 per month for the property.
16. The Tenant's also informed the Tribunal that the Alarm System at the property was not working, that the central heating controls do not function correctly despite multiple visits from plumbers and suggested that the full rent should be reduced to £5,000 per month with a further reduction of £1,000 per month to reflect these issues.

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 nor Landlord 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 Surrey 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 £7,000 per month.
20. However, the Tribunal is mindful of the insect infestation, faulty alarm and problems with the heating system. Using its experience the Tribunal decided that the following adjustments should be made:

Faulty alarm system	£50
Faulty heating controls	£50
Insect infestation to house	£400
TOTAL DEDUCTION	<u>£500</u>

21. 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

22. 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 £6,500 per month.
23. The Tribunal directed that the rent of £6,500 per month should take effect from 18th May 2021 this being the date specified in the 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.