



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

**Case Reference** : **CHI/00HN/MNR/2021/0018**

**Property** : **Ground Floor Flat, 16 New Park Road,  
Bournemouth, Dorset BH6 5AB**

**Applicant** : **Mr J Snow and Ms B McColm  
(Tenants)**

**Respondent  
(Landlord)** : **Mr R Eves and Mrs R Cooper-Eves**

**Date of Application** : **Received 25th February 2021**

**Type of Application** : **Sections 13 and 14 of the Housing Act  
1988**

**Tribunal** : **Mr R T Brown FRICS Chairman  
Ms C D Barton MRICS  
Mr S Hodges FRICS**

**Date** : **17th May 2021**

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**REASONS FOR DECISION**

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### ***Background***

1. The Tribunal gave formal notice of its decision by a Notice dated 17th May 2021 in the sum of **£985.00 per calendar month (pcm)**.
2. By an application received on 25th February 2021, the tenants of the above property referred a notice of increase in rent served by the landlord under section 13 of the Housing Act 1988 to the Tribunal.
3. The landlord's notice dated the 4th December 2020 proposed a rent of **£1,100.00 pcm**, with effect from 1st March 2021, in place of the current rent of £970.00 pcm.
4. The tenancy is an assured shorthold tenancy which commenced on the 1st March 2020. The copies of the agreement provided are incomplete. In any event the tenancy is subject to the Landlord's repairing obligations defined in Section 11 the Landlord and Tenant Act 1985.

### ***Property and Inspection***

5. Following the Directions dated 9th March 2021 and the explanation contained therein, the Tribunal did not inspect the premises.
6. Extracting such information as it could from the papers supplied to the Tribunal by the parties, by reference to information publicly available on the internet and with the benefit of its knowledge and experience the Tribunal reached the following conclusions and found as follows:
7. The property is located in Southbourne a residential area equidistant from Bournemouth and Christchurch.
8. The property comprises a ground floor self contained flat in a converted house with double glazing and gas central heating.
9. The accommodation comprises: 1 reception room, kitchen, 2 bedrooms and bathroom. Outside: gardens (front and rear), side access and off street parking.
10. The property is let unfurnished but includes white goods, washing machine, fridge/freezer, tumble dryer and dishwasher. Bed frame and garden furniture. On the basis that such items would not be maintained by the Landlord.
11. No specific information was provided to the Tribunal with regard to the supply of utilities. In the absence of any other information the Tribunal has assumed that mains, water, gas and electricity are connected.

### ***Hearing***

12. A hearing was not requested.

### ***Documents supplied to and considered by the Tribunal***

13. Tribunal Directions dated 9th March 2021 and Further Directions on 12th and 29th April 2021.
14. The following information was considered by the Tribunal:
15. Tenant: Application, Reply Form and emails.
16. Landlord: Reply Form, Statements with various attachments, photographs and copies of correspondence with the Tenants, Bournemouth Housing and an electrician.
17. Tenancy Agreement (incomplete).
18. The Tribunal comments that some documents would not open and given that two additional sets of Directions were issued relating to the presentation of documents the Tribunal considered those documents (received after the Direction on the 29th April 2021) it could open but only in so far as they relate to the issue to be determined namely the current market rent with effect from 1st March 2021.

### ***Landlord's Representations***

19. The Landlord says (in summary and subject to the Tribunal's comments below) that:
20. The only relevant improvement is to the Bathroom which was carried out at the Landlord's expense prior to the commencement of the tenancy. Due to the pandemic works to the second bedroom were not completed.
21. The Landlord makes reference to websites which offer comparable information. However this is not set out in a reasoned manner. The methodology adopted for calculating the market rent is not shown.

### ***Tenant's Representations***

22. The tenant states that (in summary and subject to the Tribunal's comments below):
23. Since moving in they have carried out replacement of floor joists, damp proofing, full bathroom fit out, repair sleeper wall and damp proof course, re-boarded kitchen door, redecorate kitchen and hallway.
24. The second bedroom is uninhabitable since taking up occupation on 1st March 2020. Post July 2020 the Tenants refused the Landlords access to carry out repairs. The Landlords offered to recompense us but to date we have received nothing.
25. The Landlord did not provide an inventory when the property was let and the Landlord is threatening to withdraw the exclusive use of the gardens as originally agreed at the time the agreement commenced.
26. A one bedroom flat in New Park Road was recently let at £675.00 pcm with similar benefits.

### ***The Tribunal's Deliberations***

27. The Tribunal may proceed to determine the rent at which it considers the subject property might reasonably be expected to let on the open market by a willing landlord under an assured tenancy.
28. The Tribunal found as a matter of fact that the notice was a Notice under section 13 as prescribed by Statute.
29. The personal circumstances of the Tenant or Landlord are not relevant to this issue.
30. The Tribunal checked the National Energy Performance Register and noted that the subject property has a certificate expiring on 2nd October 2025 with a Rating of D. The minimum level for legally letting a property is E.
31. Based on the knowledge of its members the Tribunal finds that the market for this type of property is very sensitive to condition and inventory. The subject property appears to the Tribunal to be in generally satisfactory condition but into account the factors identified below (Paragraph 36) and would prove attractive if offered on the market at the present time.
32. The Tribunal considered the evidence supplied by the Landlord and the Tenant and came to the following conclusions:
  - a) There is clearly an ongoing dispute between the parties relating to the tenancy. The Tribunal does not take into account such issues which are not specifically relevant to the determination of a market rent.
  - b) The Bundles of information that were supplied to the Tribunal primarily concentrated on other issues between the parties and not the issue in the application (i.e. the current market rent). The Tribunal does not take into account such issues between the parties when determining the market rent.
33. In these circumstances in order to consider the matter within the terms of Rule 3 of The Tribunal Procedure (First -tier) (Property Chamber) Rules 2013 the Tribunal relies on the experience and knowledge of its members.
34. In summary the relevant information was that relating to the layout of the property, its condition, the Tenant's Bundle and the Landlord's Statement but only so far as those documents relate to the issue before the Tribunal.
35. From the submissions it appears to the Tribunal that the parties are not in dispute as to the fact the second bedroom is in disrepair at present and has been throughout the tenancy.

36. The Tribunal finds on the evidence before it that the condition of the electrical installation was due to works undertaken by the Tenants. The condition of the second bedroom continued to exist as a consequence of the Tenant's refusal to afford access to the Landlord to undertake repairs. Accordingly, the Tribunal makes no adjustment to reflect either of these specific matters.
37. The Tribunal, after careful consideration of the current market conditions concluded that in good condition the rent would be £1,000.00 pcm. However the Tribunal in this case considers a deduction should be made to reflect the agreement in respect of maintenance and repair of the white goods. Taking this into account the Tribunal determined that the market rent for the subject property is **£985.00 pcm.**
38. The rent will take effect from 1st March 2021 being the date specified by the landlord in the notice of increase.

### ***Relevant Law***

39. Sections 13 and 14 of the Housing Act 1988.
40. Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015 (SI 2015 No.620)

### **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision (on a point of law only) 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](mailto: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.

## **The Tribunal Procedure (First -tier) (Property Chamber) Rules 2013**

### **Overriding objective and parties' obligation to co-operate with the Tribunal**

3.-(1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.

(2) Dealing with a case fairly and justly includes-

(a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;

(b) avoiding unnecessary formality and seeking flexibility in the proceedings;

(c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;

(d) using any special expertise of the Tribunal effectively; and

(e) avoiding delay, so far as compatible with proper consideration of the issues.

(3) The Tribunal must seek to give effect to the overriding objective when it-

(a) exercises any power under these Rules; or

(b) interprets any rule or practice direction.

(4) Parties must-

(a) help the Tribunal to further the overriding objective; and

(b) co-operate with the Tribunal generally.