



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

Case Reference : **CAM/34UG/MNR/2019/0011**

Property : **1 Stockings Farm Cottages, Falcutt, Brackley,
Northampton NN13 5QY**

Applicant (Tenant) : **Mr Nigel Stevens-Astell**

**Respondent (Landlord):
Agent** : **Mr D K Duckworth
Bidwells**

Type of Application : **Determination of a market rent under
Section 13 of the Housing Act 1988**

Tribunal Members : **Judge JR Morris
Mrs M Wilcox BSc MRICS**

Date of Decision : **13th August 2019**

DECISION

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DECISION

1. The Tribunal determined a rent of £615.00 per calendar month to take effect from 1st August 2019.

REASONS

THE PROPERTY

2. The Property is a detached two storey house probably constructed circa 1936 of brick, rendered to the first floor, under a pitched tile roof.

Accommodation

The Property comprises a hall with stairs rising to the first floor, two living rooms and a kitchen on the ground floor and three bedrooms and bathroom on the first floor. Outside there are grounds to all sides and a large garden to the rear and a gravel drive laid by the Tenant. There is an attached brick outhouse and off-road parking for several vehicles.

Services

Space heating is now by an open fire in one of the living rooms. The space heating installed by the Tenant initially of electric storage heater and subsequently by a solid fuel stove in one of the living rooms which also supplied five radiators to two bedrooms, the bathroom, the landing and a living room is now no longer operative. Water heating is by an electric immersion heater, which was also installed by the Tenant. The Subject Property has mains electricity and water. Drainage is by septic tank, which is maintained by the Landlord.

Furnishing

The Property is let unfurnished.

Location

The Property is in a rural location about half a mile from the hamlet of Falcutt a mile from the village of Helmdon and 4 miles from Brackley

THE TENANCY

3. The Tenancy commenced as a contractual assured tenancy that commenced on 24th July 1990, a copy of which was provided. It now appears to be a statutory tenancy. As a Tenancy, not being for a fixed period of 7 years or more, s11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's liability for repairs.

THE REFERRAL

4. The current rent is £595.00 per calendar month. The Landlord by a notice in the prescribed form dated 13th June 2019 proposed a new rent of £615.00 per calendar month to be effective from 1st August 2019. On 26th June 2019 the Tenant referred the Notice to the Tribunal. The referral was a determination on the papers provided after an inspection of the Property.

THE INSPECTION

5. The Tribunal inspected the Property in the presence of the Tenant.
6. Externally, it is in fair condition, although the guttering is in need of attention and the fascia and soffits are due for re-decoration. The render has been re-painted about six years ago except the front left-hand corner which has had ivy growing on it. The Landlord has fitted upvc double glazed windows throughout. Although the units are not up to the most recent specifications, they appear to be quite serviceable notwithstanding the seal on one of the double-glazed units has failed, compromising its insulation properties. The Tenant complained that some of the hinges needed to be adjusted to ensure the windows close tightly and the opening of one sash is limited.
7. The path around the house has moved due to the fluctuations in the water content of the ground. The driveway would be in poor condition were it not for the Tenant's improvement. There were signs of significant rising damp inside the house which may be due to the damp proof course failing or being bridged. The Tenants stated that the area becomes water logged at certain times and it was believed that this contributed to the damp and resultant damage, referred to below, and mould growth inside the house.

8. Internally the kitchen was fitted but the units were now dated. The ceiling showed signs of water damage and a section under the bathroom had been replaced by the tenant. It appeared that there was a water leak from the bathroom which should be investigated. The bathroom had a relatively modern suite with a shower over the bath installed by the Landlord. The Tenant had tiled the area around the shower. There was an extractor fan but this had been covered over by the Tenant who complained that more air came in through it than out.
9. There was evidence of rising damp in all the ground floor rooms and the floorboards in the corner of one of the living rooms had rotted away and the Tenant had repaired the area.
10. There was evidence of condensation in the kitchen, probably exacerbated by the lack of an extractor fan, and in the bedrooms. The combination of the lack of central heating and the moisture resulting from the rising damp probably contributes to the condensation apparent on the internal flank walls.
11. The brick outhouse has a w.c and two store rooms, one of which is used as a utility room. The concrete roof leaks. No carpets curtains or white goods are provided.

THE LAW

12. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic tenancy-
 - (a) 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 rent) are the same as those of the subject Tenancy
13. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall disregard –
 - (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
 - (c) any reduction in the value of the dwelling-house due to the failure of the Tenant to comply with any terms of the subject Tenancy.

REPRESENTATIONS

14. Neither party provided representations.

DETERMINATION

15. As neither party submitted rental values for comparable properties the Tribunal used the knowledge and experience of its member. The Tribunal found from the “On the market” internet site that one of the two neighbouring properties had been on the market at an asking rent of £825.00 per calendar month in December 2015. The neighbouring property is very similar to the Property being detached and of the

same age. It is also of a similar layout and the rooms except the kitchen are the same size.

16. The Tribunal found from the details on the internet site and its previous decision that the neighbouring property had been renovated by the Landlord. The house had oil-fired central heating and the kitchen had been extended into the reconstructed attached brick outbuilding and a cloakroom and w.c had been created off the hall. Both kitchen and bathroom had been fully modernised and re-fitted. The wooden floors had been removed and the voids had been filled creating a solid floor, which was believed to have remedied the damp problems. Floorcoverings had also been provided but not white goods. Although these renovations had been undertaken in about 2010, they made the neighbouring property significantly more attractive to a tenant than the Property.
17. The Tribunal noted the details and previous rental value of the neighbouring property and also took account of the current market value of similar houses in the area. The Tribunal added to this the knowledge and experience of its members. The Tribunal found that since December 2015 rental values had increased significantly, particularly in the past year. The Property in good condition with gravel driveway and new path, fully modernised and extended in the same way as the neighbouring house, with central heating, up graded double-glazing, modern kitchen and bathroom, and let with white goods and floorcoverings would achieve a market rent of £915.00 per calendar month.
18. However, the Tribunal determined that a global deduction of £300.00 per calendar month should be made. This represents a deduction to take account of: the Tenant's work on the drive, the need for work on the pathway and guttering, the need for redecoration of the fascia and soffits and completion of the painting of the render, the dated kitchen and the condition of the ceiling probably caused by a leak from the bathroom, the lack of white goods and floor coverings, the smaller living area, the lack of heating, the rising damp in the ground floor.
19. It should be noted that this figure cannot be a simple arithmetical calculation and is not based specifically upon capital cost but is the Tribunal's estimate of the amount by which the rent would have to be reduced to attract a tenant. The Tribunal therefore determined that the **market rent for the Property is £615.00 per calendar month.**
20. The Tribunal determined that in accordance with section 14 (1)(a) and (b) Housing Act 1988 the rent should commence from the beginning of the period of the Tenancy and having taken account of section 14 (7) Housing Act 1988, determined that the increased rent should take effect from the **1st August 2019.**
21. This is the maximum rent that the Landlord can charge although a lesser amount might be agreed.

Judge JR Morris

Caution: The Tribunal inspected the subject property for the purposes of reaching this decision. The inspection was not a structural survey and any comments about the condition of the property in this statement must not be relied upon as a guide to the structural or other condition of the property.

APPENDIX - RIGHTS OF APPEAL

1. If a party wishes to appeal the 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.