



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

Case Reference : **CAM/34UD/MNR/2020/0002**

Property : **5 Front Row Cottages, Stoke Doyle, Oundle,
Peterborough PE8 5TJ**

Applicant (Tenant) : **Miss Susan Stradling**

**Respondent (Landlord):
Agent** : **Mr G C Capron
Strutt & Parker**

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

Tribunal Members : **Judge JR Morris
Regional Valuer Mrs M Hardman FRICS IRRV
(Hons)**

Date of Decision : **3rd March 2020**

DECISION

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DECISION

1. The Tribunal determined a rent of £560.00 per calendar month to take effect from 1st February 2020.

REASONS

THE PROPERTY

2. The Property is a mid-terraced two storey period cottage of stone under a pitched slate roof with more recent brick two and single storey extensions at the rear. The kitchen is in the ground floor of the two-storey extension with bedroom 3 above. The bathroom is in the single storey extension. There are two stone stores with Colleyweston slate roofs at the rear. There are gardens to front and rear. There is a shared access across the rear garden.

Accommodation

On the ground floor the Property comprises a front hallway from which stairs rise to the first floor, a living room, beyond which is a kitchen, a rear hallway with door to

the rear garden and off which is the bathroom. On the first floor are three bedrooms.

Services

The space heating is by night storage heaters and water heating is by a tank immersion heater. The Property has mains electricity, water and drainage.

Furnishing

The Property is let unfurnished.

Location

The Property is in a village two miles from Oundle where there is a range of facilities.

THE TENANCY

3. The Tenancy is an Assured Periodic Tenancy which commenced in June 2010. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

THE REFERRAL

4. The current rent is £530.00 per calendar month from the commencement of the Tenancy. The Landlord by a notice in the prescribed form dated 18th December 2019 proposed a new rent of £570.00 per calendar month from 1st February 2020.
5. The notice also proposed a rent of £600.00 from 1st February 2021. There is no provision within sections 13 or 14 of the Housing Act 1988 which permit a notice to increase the rent over two years or for a tribunal to make such determination. Therefore, the Tribunal will set a single rent to be effective from the date specified in the notice which is 1st February 2020.
6. On 6th January 2020 the Tenant referred the notice proposing a new rent to the Tribunal. The referral was a determination after an inspection of the Property on consideration of written representations.

THE INSPECTION

7. The Tribunal inspected the Property in the presence of the Tenant.
8. Externally the house is in fair condition. There are upvc double glazed windows to the front of the house. The front door is timber and is said to be ill fitting and draughty. The windows at the rear are timber casement windows which are in poor condition.
9. There are enclosed gardens to the front and rear. In the fences on each side of the garden there are gates providing the shared access across the rear of all the gardens in the terrace to the lane at the end. The stone stores are in fair condition. There is an open covered area over the rear of the house consisting of a timber frame with corrugated plastic roof.
10. Internally the Property has been decorated by the Tenant. There is a fitted kitchen which relatively dated although serviceable. The bathroom is similarly dated but

serviceable. There is an electric shower but no extractor fan. No white goods are provided. There are signs of what is probably rising damp on the front wall of the living room and on the external walls of the brick extensions. The walls of the extensions are solid 9 inch and therefore not well insulated. The plaster shows signs of having perished in a number of areas.

11. There are night storage heaters in the living room, bathroom, and in each bedroom. The heater in bedroom 1 has been replaced but the replacement was not working on the day of inspection. The heater in the living room appeared small for the size of the room. The Tribunal is of the opinion that the heater in the bathroom should be inspected by a qualified electrician as it did not appear to comply with current safety standards due to its proximity to the bath and shower. All the heaters, except that in bedroom 1 were dated. There is an open fire in the living room.
12. The carpets were provided and the floor covering in the kitchen. The floor covering in the bathroom had to be replaced by the Tenant because following the replacement of the bath the existing floor covering no longer fitted.

THE LAW

13. The relevant law is in sections 13 and 14 of the Housing Act 1988 which is summarised below.
14. By virtue of section 13 of the Housing Act 1988 for the purpose of securing an increase in the rent, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than:

The minimum period after the date of the service of the notice being

- (a) in the case of a yearly tenancy, six months;
- (b) in the case of a tenancy where the period is less than a month, one month;
- (c) in any other case, a period equal to the period of the tenancy,

And the date that falls 52 weeks after the date on which the first period of the tenancy began.

Where a notice is served a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice, —

- (a) the tenant by an application in the prescribed form refers the notice to the appropriate tribunal; or
- (b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.

Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

15. 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
16. 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

Condition

17. The Tenant made written representations. The Tenant said that the condition of the Property was not good when she took occupation but she needed the accommodation because she had to be close to a relative. She referred to each room as follows:
18. Kitchen
This room is part of the 9-inch brickwork extension with single glazed window. The Tenant said the extension suffered from rising damp which caused anything kept in the base cupboards on the wall adjoining her neighbour to go mouldy. The Tenant paid £85.00 towards wall cupboards being fitted. In the past there has been a problem with water hammer however this appears to have been remedied.
19. Bathroom
This room is also part of the extension and has a single glazed window. There is a small storage heater over 40 years old. The bath has been renewed. The new bath was narrower therefore there was a 6-inch gap in the flooring. The Landlord would not renew the flooring and therefore the Tenant did so at a cost of £95.00. The Tenant said she also renewed the dated wash hand basin and taps, which were rusty, at a cost of £150.00 because the Landlord would not do so. The high-level toilet cistern has been mended several times.
20. Rear Hallway
The rear hallway has no heating and the back door is draughty and was only fitted with a lock in 2019, prior to that it was only bolted.
21. Sitting Room
This room has a small storage heater over 40 years old and a 16-inch fireplace. The room is cold and requires an open fire to keep it warm which is expensive. Wood and coal cost about £500 to £600 a year. The electricity bill is also expensive. The Landlord has refused to install a mixed fuel stove.
22. Front Hallway
The front hallway has no heating and the front door is draughty.
23. Upstairs Landing
The window on the landing is single glazed and ill-fitting and leaks.

24. Bedroom 3
This room is part of the brick extension with a flat roof. The storage heater is over 40 years old and the window is single glazed and the frame is rotten.
25. Bedroom 2
This room has a new double glazed window. The Tenant has re-fixed the curtain rail.
26. Bedroom 1
This room has a new double-glazed window and a new storage heater replacing that which was over 40 years old. The ceiling collapsed on 29th December 2018. It was subsequently repaired. The Tenant said that she had to sleep on the sofa for two weeks and the Landlord allowed her two months' rent free by way of compensation and paid her £50.00 towards a new bed and linen and £15.00 towards cleaning the bed spread.
27. The Tenant provided a Schedule of Condition, issued and agreed at the time of letting, which stated that notwithstanding an oil stain across the hallway and sitting room carpets they were in good condition and were fitted in all rooms. The lino in the rear hall, kitchen and bathroom were average/poor. The decoration to the walls and ceilings were average.
28. The Agent submitted representations in response as follows:
29. Kitchen
The water hammer was remedied after plumbing repairs were carried out in September 2018 and February 2019. The Landlord contributed £300 to the new wall cupboards.
30. Bathroom
No reference to the flooring or taps has been found on file. The w.c. was repaired shortly after the Tenant reported a leak.
31. Rear Hallway
Issues regarding the back door were resolved in September 2019 draught seals having been fitted, refurbishment of the door surround, upgrading of the lock and making good of decorations. The Tenant expressed satisfaction.
32. Sitting Room
The installation of double-glazed windows, at a cost of £4,500 (including VAT) plus £250.00 to the Tenant, was part of the general periodic energy efficiency review across the estate.
33. Front Hallway
This was noted.
34. Upstairs Landing
The repair of this window was identified as part of the quinquennial review and the Agent was not aware that it had not been carried out. Repair had been instructed.

35. Bedroom 3
The window in this room is also to be repaired as for that of the landing.
36. Bedroom 2
No reference to the curtain rail fixings was found on file.
37. Bedroom 1
The Agent expressed regret that the ceiling had not been repaired before it collapsed. It was said that the repair was instructed immediately and that the compensation including the £1,060 rent allowance was agreed with the Tenant.
38. The Agent commented that the Schedule of Condition signed by the Tenant referred to more items as being in good condition or average/poor condition and none were in poor condition therefore the Property as let was in average condition.
39. The Estates policy is to review rents every two years, but since 2016 they have been deferred until the notice served in December 2019.

Rents for Comparable Properties

40. The Tenant referred to the following properties which are houses in the row as being of comparable rental value:
No. 1 the rent is £366.00 per calendar month. The tenant of this property is the Tenant's sister who the Tenant said "has a loose arrangement with the Landlord and Agent".
No. 2 the rent is not known.
No 3 a Fair rent was set at £425.00 per calendar month
No.4 a Fair rent was set at £425.00 per calendar month
No.9 the rent is not known
No. 10 the rent is £400.00 per calendar month.
No. 11/12 is two cottages joined together (6 bedrooms, new bathroom and fitted kitchen installed in 2012) let at a rent of £625.00 per calendar month.
41. The Landlord's Agent referred to the following properties as being comparable providing brief information and details and links to further details on the Rightmove Internet site. These are listed in order of proximity to the Property. The rent in bold is the Agent's submission were the property a three-bedroom house.

	Address	House Type	Rent pcm £	Summary of Comments
1	Stoke Hill, Oundle	1 bed terrace	575/775	Let, smaller, gas central heating
2	Creed Road, Oundle	2 bed terrace	695/825	Let, Modern, good decorative order, inferior character, central heating
3	Riverside Maltings	2 bed sheltered apartment	675/800	Let, Sheltered apartment
4	Church Road, Polebrook	2 bed terrace	595/700	Let, smaller, better decorative order newer kitchen, storage heaters

5	Polebrook	2 bed terrace	750/ 875	Let, high overall standard, recently refurbished, wood burner, storage heaters, off road parking, garden, less charming exterior.
6	High Street, Brigstock	2 bed terrace	650/775	Available, similar condition, similar size, off road parking no garden or outbuildings
7	Oundle Road, Thrapston	2 bed terrace	650/775	Better internal condition, slightly larger garden, central heating, inferior character
8	High Street, Islip	2 bed end terrace	700/ 825	Grade 2 listed character property, smaller but very dated and in need of internal refurbishment, no garden
9	High Street, Woodford	3 bed terrace	750	Available, similar size but inferior character, better interior, local amenities, downstairs bathroom

42. It was also stated that No. 6 Front Row Cottages was let at a rent of £530.00 per calendar month in 2015 which indexed would now be £600.00 per calendar month.
43. The Agent submitted that overall, the comparable properties justified the rent of £570 to £600 per calendar month.
44. With regard to No. 6 Front Row Cottages the Tenant said that it was in excellent condition with secondary double glazing when the rent was set at £530.00 per calendar month in 2015. The Tenant drew attention to some of the comparable properties referred to by the Agent as having well-appointed kitchens and bathrooms and central heating and being in good decorative order.

DETERMINATION

45. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. The Tribunal does not take into account the present rent and the period of time which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent.
46. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the Landlord or the Tenant.
47. The Tribunal assessed a rent based on the condition of the Property as at the time of the inspection. Therefore, it did not take into account disrepair that had been remedied e.g. the collapse of the ceiling in Bedroom 1 or the past water hammer. that the current landlord had only recently purchased the Property or that it was intended to carry out works in the future.

48. The Tribunal took into account the matters identified at the Inspection noting matters referred to specifically by the parties, such as:
- The condition of the Property including the perished plaster on some of the walls, the evidence of damp, the poor condition of the rear windows and the good condition of the upvc double glazed front windows and the seals around the doors;
 - The space and water heating;
 - The relatively dated kitchen and bathroom, including the lack of white goods and the replacement of the wash hand basin by the Tenant. The provision of carpets by the Landlord and the replacement of the bathroom floor covering by the Tenant.
49. The Tribunal then considered the rental values submitted by the parties.
50. With regard to the Fair Rents referred to by the Tenant for Nos. 3 and 4 Front Row Cottages the Tribunal is not able to accept these as comparable rental values. The reason is that they are subject to different legislation.
51. For these rents the Rent Officer (or a tribunal) will initially assess a market rent based upon comparable properties. To that extent the process is the same. However, adjustments are then made for condition and improvements. Following this a percentage discount may be made if the Rent Officer or tribunal are of the opinion that the rent is 'inflated' because there is greater demand for the houses than supply. Finally, the rent may be 'capped' under the Rent Acts (Maximum Fair Rent) Order 1999. This means that a formula is applied to the rent so that it does not rise approximately more than the rate of inflation. The Rent Register does not provide these calculations and therefore the tribunal cannot rely upon the registered rent as being a guide to the market rent for the property or similar property.
52. With regard to the rents for Nos. 10 and 11/12 it is not clear whether these are Fair Rents or not. The Tribunal found there to be insufficient detail with regard to the type of letting or the condition of the property for them to be relied upon.
53. With regard to the properties submitted by the Landlord's Agent the Tribunal was cautious with regard to what the Agent submitted the rental values would be for the properties which had two bedrooms if they had three bedrooms. Houses with two bedrooms and a bathroom upstairs may be of the same size and many tenants would favour the convenience of an upstairs bathroom over a third bedroom. Therefore, to assess the value of a third bedroom is not necessarily a pro rata calculation.
54. The Tribunal considered the properties submitted and found that the following were not comparable:
- 2. Creed Road, Oundle* – This is a modern property in good condition with up to date kitchen and bathroom, downstairs cloakroom, fitted wardrobes, off road parking and gardens. A three-bedroom house of this type would be larger than the Property. It is very different from the Property.

- 3. Riverside Maltings* – As a sheltered apartment this is a different type of property with a different market.
55. The Tribunal found the following properties generally similar but their location in or adjacent a large village or town meant they were not directly comparable and therefore only a guide:
- 6. High Street, Brigstock* – This house is similar in size and layout but with a much better internal condition with modern kitchen and bathroom and gas central heating and off-road parking. The garden is shared. Brigstock is a large village with the amenities of a public house, shop and schools.
- 7. Oundle Road, Thrapston* – This house is in much better internal condition with modern kitchen and bathroom, central heating and larger garden. Its town location, affords a range of nearby facilities.
- 8. High Street, Islip* – As a Grade II listed building this is a different type of house to the Property and is on three floors plus a cellar and a garage. It has central heating but otherwise appears dated. It is within walking distance of Thrapston which has a range of nearby facilities.
- 9. High Street, Woodford* – This house is similar in size and layout but with a much better internal condition with modern kitchen and bathroom and gas central heating. Woodford is large village with the amenities of a public house, shop and schools.
56. The Tribunal found the following properties generally comparable:
- 4. Church Road, Polebrook* – This is perhaps the most similar property, in a village setting with storage heaters. However, it is in better decorative order with modern kitchen and bathroom. There are two bedrooms but the bathroom is upstairs. Allowing for its apparently smaller size a market rent of £700.00 per calendar month if it had three bedrooms would appear about right.
- 5. Polebrook* – Although similar in style and structure to the Property nevertheless this house is in a village location and significantly better appointed. As commented by the Agent it is of a high overall standard, recently refurbished, with wood burner, storage heaters, off road parking, and an attractive garden. Whether or not it is less charming than the Property is a subjective view. The Tribunal is of the opinion that it would attract a higher market rent than the Property.
57. The Tribunal noted all the representations with regard to rental values for comparable properties. The Tribunal added to this the knowledge and experience of its members and found that the Property in good condition with modern facilities would be £700.00 per calendar month.
58. However, the Tribunal found that the Property had a relatively dated kitchen and bathroom. The heating was also dated except for the heater in the bedroom 1 which was not working. There were signs of rising damp on the ground floor and the single glazed timber windows at the rear were in need of repair or replacement. The Tribunal therefore made a deduction of £145.00 per calendar month (approximately 20%). 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.

59. Therefore, the Tribunal determined that that the market rent for the Property in its present condition is **£560.00 per calendar month to take effect from 1st February 2020.**

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.