



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

Case reference : **CAM/11UB/MNR/2022/0063**

HMCTS code : **P: PAPERREMOTE**

Property : **Cowleas, Spicketts Lane,
Cuddington, Aylesbury Bucks,
HP18 0AY**

Applicant : **Peter Bassano and Kathryn
Bassano**

Respondent : **Rectory Homes**

Type of application : **Section 14 of the Housing Act 1988
Determination of market rent
payable.**

Tribunal member(s) : **Mary Hardman FRICS IRRV(Hons)**

Date of decision : **4 October 2022**

DECISION

Covid-19 pandemic: description of hearing

- A. This has been a remote hearing on the papers which the parties are taken to have consented to, as explained below. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because all issues could be determined on paper.

Decision:

1. The Tribunal determined a rent of **£2250** per calendar month to take effect from 15 July 2022.

Reasons**Background**

2. The agent on behalf of the Landlord, by a notice in the prescribed form dated 25 May 2022 proposed a new 'rent' of £3000 per calendar month to be effective from 15 July 2022. On 13 July 2022 the tenant referred the Notice to the Tribunal. This was in lieu of the previous rent of £1950 per month from 15 August 2019.
3. Parties were requested to complete a pro forma supplying details of the accommodation on a room-by-room basis, the features of the property (central heating, white goods, double glazing, carpets and curtains) and other property attributes and any further comments that they may wish the tribunal to take into consideration. This could include any repairs and improvements that had been made, any comments on the condition of the property and rentals of similar properties – should they wish to rely on these.
4. They were invited to include photographs and were informed that the Tribunal may use internet mapping applications to gather information about the location of the property and may inspect externally.
5. The determination would take place based on the submissions from both parties unless either party requested a hearing. Evidence was submitted by the landlord or the tenant. There was no request for a hearing.

The Property

6. The tribunal inspected the property on 26 September 2022. The tenants were present at the inspection.
7. The property is a large four bedroomed detached house located in a village outside of Aylesbury Buckinghamshire. It is of brick construction with a tiled roof.
8. The property has three floors, and the accommodation comprises:

Ground Floor: Sitting Room, Dining Room, Study, Kitchen, Utility Room and cloakroom

First floor : 4 double bedrooms, bathroom with bath/shower/wc/whb, bathroom with shower/wc/whb.

Second Floor: Games room – described as loft in the agents’ floor plan but with full height ceiling to much of the room and store rooms off.

9. Externally there is a garage, a log store and a stable. There are other outbuildings within the grounds, but the tenants do not have access
10. There is a large garden surrounding the property. As at the date of inspection a large area of the land to the rear of the property had been fenced off by the landlord.
11. There is parking for a number of cars.
12. Heating is via oil fired central heating and the property has double glazing.
13. Carpets and curtains were provided by the landlord as were most of the white goods – only the washer and fridge in the utility were provided by the tenant.
14. The property is impressive in terms of size, and external appearance but is somewhat tired. The kitchen is a good size but is rather dated and not of the standard that would normally be anticipated with such a property. The bathrooms are in good condition but also somewhat dated.
15. There are areas of damp to the internal rear walls of the dining room, kitchen and utility with areas of efflorescence. This is also visible to the external rear wall around the level of the original damp course

The Tenancy

16. The Tenancy commenced as a contractual Assured Shorthold Tenancy for a fixed term of 6 months from 15 August 2019. A copy of the original agreement was provided. From 15 February 2020 a statutory tenancy on the terms of the written agreement appears to have arisen. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord’s repairing obligations

The Law

17. 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

18. 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.

Representation – Landlord

19. The landlord completed the pro forma confirming details of the accommodation as set out above
20. They provided an extract from the letting details from Andrew Murray and Company who had acted as letting agent, referring to the property as standing in a generous plot with wonderful views over the countryside. There were 3400ft² of accommodation, which was well maintained. The main reception views rooms had views over the garden. Gardens were impressive and there was driveway parking.
21. They enclosed a letter which the agent, Hamnett Hayward, referred to as a valuation report. They said that they would recommend a valuation of £3000 per calendar month (pcm). They had viewed the particulars and made a ‘drive-by’ inspection. They said that properties of this size and condition were limited in supply. They also said that most properties of a substantial size available for rent were newly modernised and often let for a higher amount. They felt that Archdeacons House, Stone was an excellent comparison at £3,500 pcm. (although see item 5 in table below)
22. The landlord also attached a ‘Best Price Guide’ printout supplied by Hamnett Hayward of houses where a let had been agreed, although one was noted as ‘no longer on the market’. It was not clear what parameters the agent had used but all appeared from a small locations plan supplied to be reasonably close to the subject property. It was also unclear as to whether the rents quoted were the asking rents or the agreed rents.

	Address	Rent PCM	Size m ²	Comments
1	4 Bedroomed detached house – Chearsley	£3900	n/k	Large open plan kitchen/diner/family room. 4 ensuite bedrooms

				2 dressing rooms Triple garage Open views
2	3 bedroom barn conversion – Kingsley	£3750	n/k	No details
3	5 bedroomed house - The Glebe Aylesbury (no longer advertised)	£3500	n/k	3 receptions, fully fitted kitchen 5 beds- one ensuite Detached garage Huge rear garden with orchard Redecorated th'out
4	5 bedroomed House – Haddenham	£3250	n/k	Luxury detached house 3 bathrooms 3 receptions 5 beds
5	5 bedroomed house – Archdeacons House, Stone	£3,000	n/k	5 double bedrooms Self contained annex with meeting room Three receptions Rural setting
6	4 bedroomed detached Church Lane Aylesbury	£2,800	n/k	Annex with double bedroom Refitted kitchen 4 beds

23. No commentary was provided, apart from the reference to Archdeacons House, Stone, as to which of the above comparables they believed best supported their valuation or what weight they attached to each
24. Andrew Murray, letting agents also supplied a valued in an email to the landlord. They said they would put the property on the market for £3,250 but agree a minimum of £3,000. They quoted as comparables Brewer House which they said was let at £4,000 which was larger with a tennis court and Bishop Palace which was smaller and let at £2,950. No further details of these properties were provided.

Representations – Tenants

25. The tenant provided details of the accommodation which confirmed that provided by the landlord.
26. They said that the landlord had made no attempt to justify or explain the 57.8% increase in the monthly rent. They felt it was unjustified and unfair.

27. They had offered to pay £2,100 pcm but this had been rejected, although the landlord had accepted it in the interim, whilst awaiting the tribunal decision.
28. The landlord, Rectory Homes had made 4 planning applications in respect of the property during the period of their tenancy. The first was refused in December 2019. A second revised application was made in January 2020 and approved in May 2020. The third was withdrawn and the fourth was submitted in July 2022 and was still outstanding.
29. In addition, the landlord had served a section 21 notice for eviction in May 2020. This was not upheld by the County Court in December 2020. A subsequent notice is still outstanding and is listed for hearing at the County Court in May 2023.
30. The tenants believe that the increase in rent is an attempt to secure possession more quickly.
31. On 10 June 2022 the landlord commenced erecting an 8ft high fence in the paddock, which was part of the let, to the rear of the property. They had referred this to their solicitors as they had been advised that it was intentional intimidation. They received an undertaking from the landlord that the work would be halted but this did not happen. This excluded them from 50% of the grounds. They had been advised that they would have a good chance of obtaining an injunction compelling the landlord to remove the fence.
32. The landlord had also offered them money to vacate the property and they were intending to vacate on 1 November and had agreed not to claim damages in respect of tenancy, quiet enjoyment, trespass or harassment.
33. They believed that the rent that the tribunal is being asked to assess was for a short-term tenancy of just over three months.
34. They did not believe this was reflected in the two estate agents' valuations.
35. They asked the tribunal to disregard the valuation of Andrew Murray and Company. The company had let the property to them in July 2019 for £1,900 and managed it on behalf of Rectory Homes and had not explained how they had arrived at the increase to £3,000.
36. With regard to the valuation from Hamnett Hayward they believed that it pre-dated 17 July 2022 and believed that it was for a long term – rather than a short term let. Furthermore, it was a drive by inspection and would not have revealed the fencing that had been erected to the rear; the failure of the damp proof course to the rear and the consequent damp; the EPC for the property of E; the defective burglar alarm system.

37. In respect of their reference to Archdeacons House as a good comparable, the tenants had visited that property when it first came on the market. It had more rooms than Cowleas and ensuite bathroom. There was a self-contained annex with a meeting room containing a kitchenette and toilet. It has a recently refitted kitchen, whereas the kitchen at Cowleas was dated being about 30 years old. They felt that there was significant commercial rental potential to the annex with the potential for letting it for £50 a day or £1000 pcm.
38. The properties listed in the Best Price Guide only showed asking rents and one, 5 Bedroomed house Haddenham – item 4 above- had been on the market for 623 days which they felt indicated that the asking rent was too high.
39. They also pointed out the discrepancy in the rents quoted on Archdeacons House – see paragraph 21 above and believed that £3,000 was correct.
40. The felt better comparables were:

	Address	Rent PCM	Size m ²	Comments
1	4 bedroomed house , Wendover	£2150	n/k	2 receps, 4 beds, 2 ensuite, dressing room 1 acre garden
2	4 bedroomed house – Aylesbury	£1900	n/k	2 receps, 4 beds Ensuite
3	3 bedroomed house – Starveall Farm, Moulsoford	£2000	n/k	2 receptions, 3 beds Ensuite

Determination

41. 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. It 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.
42. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the landlord or the tenant.

43. The Tribunal assesses a rent for the Property as it is on the day of the hearing disregarding any improvements made by the tenant but taking into account the impact on rental value of any disrepair which is not due to a failure of the tenant to comply with the terms of the tenancy.
44. The tribunal has reviewed the comparables provided by the landlord. It has disregarded comparable 2. – 3 bedroomed barn conversion- in the absence of any more detail and on the basis that it would appear to be a different character of property – being a barn conversion.
45. The other properties would appear to be superior to the subject property in that they have more bedrooms (properties 3,4,5), have one or more ensuite bathrooms (1,3,4,) contain annexes (5,6).
46. It has also reviewed the comparables provided by the tenant and from the details provided and the photographs considers that properties 2 and 3 are not of the same size and quality as the subject property – being a modern estate type property (2) and flush to the road (3).
47. Property 1 would appear to be a reasonable comparable in terms of size, accommodation and being set-in good-sized garden. It also appears, from the tribunal’s knowledge, to be very close to the current working for the HS2 line and the road where it is situated is subject to a temporary diversion in order to allow construction of site access roads and the ‘Green Tunnel’ for the line.
48. Cowleas is also a property which is somewhat ‘blighted’ – albeit not in the strictly legal sense of the word. The tribunal are seeking to arrive at the open market rent on a statutory periodic monthly tenancy. There is clear evidence that the landlords were, at the date of serving the notice of increase, seeking to recover possession of the property in order to redevelop the plot and furthermore, had fenced off part of the garden without seemingly consulting with the tenants.
49. It seems likely that any prospective tenant would adjust their rental bid to take into account the likely very short-term nature of the tenancy. They would readily uncover the planning applications and that the latest application was still outstanding. This is not a property which lends itself to short term lets – being large and somewhat rambling and requiring significant amounts of furniture and furnishings, and site and garden maintenance, to make it feel like any kind of home. In the opinion of the tribunal the market for this is very limited given the likely upheaval and expense over a short period of time.
50. Taking all of this into account, and having regard to its comments on the comparables above, the tribunal is of the opinion that the open market rental value of the property as at 15 July 2022 is £2250 per calendar month.

Mary Hardman FRICS IRRV(Hons)
Regional Surveyor

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this 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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).