



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

**Case Reference** : **CAM/22UC/MNR/2022/0077  
P:PAPERREMOTE**

**Property** : **2A Worcester Close Braintree CM7  
1EH**

**Applicant** : **Ms Marie Agboola**

**Respondent** : **Mr A J Parker**

**Date of Application** : **21 August 2022**

**Type of Application** : **Determination of the market rent  
under Section 14 Housing Act 1988**

**Tribunal** : **Mrs E Flint FRICS**

**Date and venue of  
Determination** : **17 October 2022  
remote hearing on the papers  
following an inspection.**

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**DECISION**

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The market rent as at 1 October 2022 is £1450 per month.

This has been a remote hearing which has been consented to by the parties. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined on the papers following an inspection. The documents that the Tribunal were referred to are in a bundle, the contents of which have been noted. The order made is described below.

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## **Background**

1. On 21 August 2022, the tenant referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which was dated 5 August 2022 proposed a rent of £1800 per month with effect from 1 October 2022 in place of the existing rent of £1200 per month.
3. The tenant occupies under a periodic tenancy which commenced on the expiry of a tenancy for twelve months from 1 February 2016.
4. Directions were issued by the tribunal on 25 August 2022.
5. The parties did not object to the matter being dealt with on the papers following an inspection by the tribunal. Prior to which both the landlord and the tenant sent to the tribunal written representations.

## **The Inspection**

6. The Tribunal inspected the property and locality in the morning of 17 October 2022.
7. Worcester Close is a cul de sac of mainly 1970's houses in a residential area of similar properties. Local shops, the railway station, town centre and Braintree Freeport are all easily accessible.
8. The subject property is a detached house with single garage attached with parking for one small car on the driveway. There is a very small front garden and a garden to the rear which can be accessed from both the house and the garage. A terrace of four garages is situated next to this property.
9. Externally the property is in fair condition. The windows are upvc double glazed units.
10. The accommodation comprises on the ground floor two living rooms, kitchen and wc and on the first floor two double and two single bedrooms, two ensuite shower rooms and a bathroom/wc. There is gas fired boiler central heating throughout.
11. There is evidence of a leaking pipe behind the pedestal of the wash basin causing damp on the external wall of the ground floor wc. The dining room is currently in use as a bedroom; there is no door handle or closing mechanism to the door from the hall. There is evidence of water leaks on the ceiling in both the living room and kitchen. The kitchen is fully fitted with a fridge/freezer and an oven and hob built in; one of the wall cupboard doors is missing.

12. The paint is peeling off the wall in the shower room off the main double bedroom. The single bedroom at the rear has frosted glass in the windows. The shower room off the double bedroom over the garage has a springy floor adjacent to the shower cubicle.
13. The garage is entered either via an up and over door at the front or a pedestrian door to the rear. The ceiling in the garage has an area of black mould where there has been a leak from the shower above. The gas meter and electric consumer unit are both located within the garage.

### **The Evidence**

14. The landlord stated that he had another 4 bedroom house where the rent is £1800 per month which was agreed some time ago. No other details regarding the house were provided. He confirmed that he was seeking an increase at the same time as eviction procedures were taking place. Moreover, he considered the proposed rent of £1800 was below the market rent.
15. The tenant did not provide any comparable evidence; she stated that she thought the increase was excessive.

### **The law**

16. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
17. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

### **Valuation**

18. In coming to its decision, the Tribunal had regard to the evidence supplied by the landlord and its own general knowledge of rents in Braintree. If the property were fully modernised without any disrepair the Tribunal is of the opinion that the rental value would be of the order of £1700 per month. However, in its current condition and on the terms of the tenancy the tribunal values the house at £1450 per month.

### **The decision**

19. The Tribunal determines the open market rental value of the house is £1450 per month effective from 1 October 2022 in accordance with the effective date in the landlord's notice.

Chairman: Evelyn Flint

### **ANNEX - RIGHTS OF APPEAL**

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

### **Appendix Housing Act 1988**

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 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 of the dwelling-house concerned or are payable under separate agreements....

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.



