



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

**Case Reference** : **CAM/00MC/MNR/2022/0073  
P:PAPERREMOTE**

**Property** : **7 Champion Road Colchester CO2 7RT**

**Applicant** : **Ms Nina Sault**

**Respondent** : **Mr Adrian Ellis**

**Date of Application** : **16 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 5 October 2022 is £700 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 16 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 16 August 2022 proposed a rent of £850 per month with effect from 5 October 2022 in place of the existing rent of £625 per month.
3. The tenant occupies under a periodic tenancy which commenced on the 31 December 2010.
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 afternoon of 17 October 2022.
7. Champion Road is a residential road of Victorian houses with unrestricted street parking. The properties are a mix of semi-detached and terrace houses, some with off street parking. Local shops, school and bus route are within walking distance.
8. The subject property is a semi detached house with side access to the rear garden which faces onto a pedestrian walkway. There is a very small front garden and a garden to the rear where the side fence is missing and the rear fence is not secure.
9. Externally the front and rear brickwork has been painted, the flank wall has spalling brickwork particularly at a low level. The paint to the right of the front door is peeling where there appears to be water damage from a leaking gutter, evidence of this is also apparent in the front living room. There are upvc double glazed windows and a replacement front door. Both the front and back doors are poorly fitted.
10. The accommodation comprises on the ground floor two living rooms, kitchen with porch/utility area off and on the first floor two bedrooms and a bathroom/wc. Internally the property is generally in good decorative order although there are a number of areas of damp within the living rooms and evidence of past leaks in the kitchen where the ceiling is stained and the plaster bubbled.
11. The kitchen is fitted with built in hob, the oven is of a built in design but has not been fitted into a housing unit. The gas fired boiler is

adjacent to the window to the side. A door leads into the porch/utility area which has a translucent roof, there is a gap at the top of the door which requires sealing.

12. A steep staircase with a handrail for approximately one third of the staircase leads to the bedrooms and bathroom/wc. There is a damp patch at high level in the rear bedroom. The window in the rear bedroom cannot be opened fully due to the proximity of the gutter for the back addition. The bathroom door does not fit the frame properly reducing the privacy inside the bathroom.
13. The curtains and white goods are provided by the tenant. The tenant has replaced the stair carpet, provided the flooring in the kitchen and bathroom and redecorated throughout.

### **The Evidence**

14. The tenant referred to a report by John Drummond BSc MRICS dated 9 January 2022 regarding a schedule of works required at the subject property. The tribunal noted that most of the defects referred to in the report remained outstanding. The report was accompanied by a number of photographs showing areas of damp and or mould etc.
15. The landlord's managing agents provided a brief description of the property and referred to the Rightmove Best Price Guide which they stated supported the proposed increase as the market rent for similar properties was £925 - £950 per month. A number of comparables nearby were listed at rents of £900 o £1000 per month.

### **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 the tenant. The comparables provided indicate a typical rent of £950 per month as the open market rent for a two bedroom house in this area of Colchester. However, the subject property is not as well appointed as most properties available on the open market which are fully modernised and not suffering from the damp issues of the subject property. In its current condition and on the terms of the tenancy the tribunal values the house at £700 per month.

### **The decision**

19. The Tribunal determines the open market rental value of the house is £700 per month effective from 5 October 2022 in accordance with the effective date in the landlord's notice.

Chairman: Evelyn Flint

Dated: 17 October 2022

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### **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 to 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.

