



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

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|--------------------------------------|---|---|
| <b>Case Reference</b>                | : | <b>CAM/42UG/MNR/2022/0083</b>   |
| <b>Property</b>                      | : | <b>Studley House<br/>Melton Road Melton<br/>Woodbridge<br/>Suffolk IP12 1NH</b> |
| <b>Applicant</b>                     | : | <b>Ms Rebecca Dunwoody<br/>(Tenant)</b>   |
| <b>Representative</b>                | : | <b>None</b>   |
| <b>Respondent</b>                    | : | <b>Ms Jocelyn Saunders &amp;<br/>Ms Noelle Gore<br/>(Landlords)</b>             |
| <b>Representative</b>                | : | <b>G &amp; K Estates Ltd</b>  |
| <b>Type of Application</b>           | : | <b>Section 13(4) Housing Act 1988</b>   |
| <b>Tribunal</b>                      | : | <b>Mr N Martindale FRICS</b>  |
| <b>Date and venue of<br/>Hearing</b> | : | <b>Cambridge County Court, 197 East<br/>Road, Cambridge CB1 1BA</b>             |
| <b>Date of Decision</b>              | : | <b>7 November 2022</b>  |

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**REASONS FOR DECISION**

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**Background**

- 1 The First Tier Tribunal received an application from the tenant before 31 August 2022. Subsequently the Directions dated 26 September 2022 explained and confirmed that the application was accepted by the Tribunal, in time.
- 2 Notice of a new rent dated 28 July 2022, was served by the landlord, under S.13 of the Housing Act 1988 (the Act) proposing a new rent of

£1,850 per calendar month (pcm) with effect from and including 31 August 2022. The passing rent was £1,700 pcm.

### **Directions**

- 3 Directions were issued on 26 September 2022. Both sides were invited to complete the standard 'Reply Form' and if they wished to rely on rentals for similar properties to provide details. A hearing was not requested but a determination was set down for the week commencing 7 November 2022.

### **Inspection**

- 4 Owing to the current approach of the Tribunal to the ongoing Covid 'pandemic' restrictions, the Tribunal would not now normally inspect the Property. It was understood that the tenancy was due to end soon on account of the ill health of the landlord at the time of the application.

### **Hearing**

- 5 Neither side requested a hearing. In addition to the Reply form, both parties submitted other detailed and helpful materials including a copy of the landlord's notice, the tenancy and the condition report (including many monochrome prints on the interior and exterior) at the grant of lease in 2020. The printed version of these documents were all received and considered by the Tribunal.
- 6 The extent of accommodation was clarified. The Property is an Edwardian detached house of some character, set in its own modest grounds. Whilst it appears to have been formerly in a rural area it was now within a more modern residential area within Melton. Accommodation is said to be on 2 levels, ground and first. According to Reply Form and Condition Survey provided there were GF: 3 reception rooms, kitchen, WC. FF: 4 rooms, bathroom/wc and shower/ wc. There was no double glazing but full central heating. Outside there was a double garage, workshop, sizeable gardens, and ample off-road parking.
- 7 The landlord provided curtains and carpets and white goods to the kitchen. The condition was described as fair to good in the condition report from 2020. No particular defects were identified in the condition report or more specifically around the time of rent review.
- 8 Neither party provided details of properties to let or let at or around the time of the valuation date.
- 9 The Tribunal therefore could only have regard to the current AST when determining the new market rent and that document confirmed "*This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the*

*date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.”* The current AST did not reserve any unusual rights restrictions or reservations to either party. The tenancy allowed for alienation subject to prior landlord’s consent.

## **Law**

- 10 In accordance with the terms of S14 of the Act the Tribunal is required to determine the rent at which it considers the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant’s improvements and any decrease in value due to the tenant’s failure to comply with any terms of the tenancy. Thus the property falls to be valued as it stands; but, assuming that the property to be in a reasonable internal decorative condition.

## **Decision**

- 11 Bsed on the Tribunal’s own general knowledge of market rent levels in and around Woodbridge, Suffolk, the Tribunal determines that the subject property would let on normal Assured Shorthold Tenancy (AST) terms, for £2,050 pcm, fully fitted and in good order. However, the Tribunal takes account of the absence of double glazing and the higher costs of heating the Property arising in particular as it is a detached house. Taking this into account the Tribunal deducts £200 pcm, to leave a new rent of £1850 pcm.
- 12 The new rent of £1,850 will take effect from and including 31 August 2022, being the date given in the landlord’s notice.

**Chairman N Martindale**

**Dated 7 November 2022**