



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

**Case Reference** : **CAM/00KG/MNR/2022/0118  
P:PAPERREMOTE**

**Property** : **10 Gatehope Drive South Ockendon  
Essex RM15 5HX**

**Applicant** : **Mr Neil March and  
Mrs Deborah Hornsby**

**Representative** : **-**

**Respondent** : **Reginald Edward Jose**

**Representative** : **Foskett Marr Gatsby and Head**

**Date of Application** : **16 December 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** : **8 March 2023  
on the papers following an inspection.**

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**DECISION**

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The market rent as at 17 December 2022 is £900 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 in a remote hearing. The documents that the Tribunal were referred to are in a bundle, the contents of which have been noted.

## **Background**

1. On 16 December 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 6 October 2022 proposed a rent of £1350 per month with effect from 17 December 2022 in place of the existing rent of £1050 per month.
3. The tenant occupies under a periodic tenancy following the expiry of a tenancy for twelve months from 17 May 2013.
4. Directions were issued by the tribunal on 12 January 2023.
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 their submissions to the tribunal and the other party.

## **The Inspection**

6. I inspected the house on the morning of 6 March 2023.
7. Gatehope Drive is a heavily parked residential road of semi-detached houses built c1950 on an estate of similar aged houses. A local shopping parade, bus stops and children's playground are within a short walk of the property.
8. The property is a two storey semi-detached house with parking in the front garden. Externally the house is generally in fair condition although at the time of the inspection the gutter to the front was leaking. The windows, except for the porch, are Upvc double glazed units.
9. The accommodation which has the benefit of gas fired boiler central heating comprises on the ground floor a through living room, kitchen, utility room and wc. French windows led into the back garden where the tenant had provided decked and paved areas. There was also a landlord's brick built shed. The kitchen is fitted with a range of units including a built in fridge/freezer, the oven and hob had been provided by the tenant, There are three bedrooms, there was a shower cubicle in the rear bedroom and a bathroom/wc on the first floor. The bathroom walls were fully tiled.
10. The porch was single glazed, the plaster on the dwarf wall was perished in places. In the hall there was mould under the stairs where the wall backed onto the wc: some of the water leaked out each time the cistern was flushed; the wc pan itself was cracked. There was a small hole in the living room ceiling following a leaking radiator in the bedroom

11. above, there was also evidence of water ingress at the side of the bay window. The gas fire had been disconnected by the landlord's plumber. There was further evidence of water ingress by the window in the kitchen.
12. There was no full length handrail to the staircase. The radiator in the front double bedroom was leaking. There was black mould on the ceiling of the front right bedroom, extensive mould along the whole width of the rear wall and ceiling of the rear bedroom, the wardrobes in both bedrooms were showing the effects of the damp. There was mould on the bathroom ceiling; the fan was not working. The wc in the bathroom leaked, therefore it was not in use.
13. The house was let with the floor coverings and some white goods.

### **The Evidence**

14. The landlord provided details of seven comparables within South Ockendon, all at asking rents of £1500 per month together with the opinion of a letting agent who had valued the house at £1500 per month. The comparable properties on the market were all modernised and in good repair.
15. The tenants were of the opinion that the proposed rent was excessive. They provided comparable evidence in support of this view, however only one house was in South Ockendon at an asking rent of £1350 per month. In addition, the tenants described the property in some detail supported by a number of photographs illustrating the internal condition of the house. They stated that they had not been given a gas safety certificate since 2019, there was no room thermostat, the only means of obtaining hot water was to have the heating on, there was no means of heating the water only, the interior was dated and mouldy. The rent should not be increased until all the repairs had been carried out.

### **The law**

16. In accordance with the terms of section 14 Housing Act 1988 I proceeded to determine the rent at which I 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 I, 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 my decision, I took into account the market evidence supplied by the landlord and the tenants. The landlord had described the house as having a garage however the inspection confirmed that there was no garage at the property.

19. I concluded that the rent at which the property might reasonably be expected to be let on the open market would be of the order of £1,450 per month if it were in the condition of those houses advertised to let on the open market, reflecting the lack of a garage. However, this house is not in that condition and requires significant work to put it in that condition. I concluded that the open market rent as at 17 December 2022 was £900 per month to reflect the condition of the property as noted above.

## **The decision**

20. I determine the open market rental value of the premises at £900 per month effective from 17 December 2022, being the effective date in the landlord's notice.

Chairman: Evelyn Flint

Dated: 8 March 2023

### **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.