



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

Case Reference : **CAM/42UC/MNR/2023/0126
P:PAPERREMOTE**

Property : **7 Clopton Park Wickhambrook
Newmarket CB8 8ND**

Applicant : **Mr Paul Twist**

Respondent : **Mr Peter Howard**

Representative : **Hazells Chartered Surveyors**

Date of Application : **7 September 2023**

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

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **20 November 2023
remote on the papers following an
inspection**

DECISION

The market rent as at 1 November 2023 is £2,200 per month.

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Background

1. On 7 September 2023, 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 1 September 2023, proposed a rent of £2350 per month with effect from 1 November 2023 in place of the existing rent of £1550 per month which was payable from the commencement of the tenancy.
3. The tenant occupies under a periodic tenancy which commenced on the expiry of a tenancy for twelve months from 1 February 2018.
4. Directions were issued by the tribunal on 25 September 2023.
5. Prior to the hearing the landlord and tenant sent their submissions to the tribunal and copied them to each other.

The Evidence

6. On behalf of the landlord, Mr C Oates MRICS of Hazells provided a copy of the inventory made at the commencement of the tenancy, a brief description of the property, a number of photographs, brief details of four bedroom detached houses situated between 1.71 and 3.6 miles from the subject property at asking rents of £2,250 to £3250 per month and the landlord's proposal for a concessionary stepped increase in the rent as the landlord accepted that the proposed increase represented a substantial uplift.
7. Mr Oates noted that the tenant did not always agree to access to the property for periodic inspections nor had he allowed access to repair the ceiling in the lounge.
8. Mr Oates was of the opinion that the open market rental value of the house if in the condition the house was when let to the tenant would be between £2,250 and £2,400 per month, hence the proposed rent was set at £2350 per month. There were no direct comparable properties on the market within the immediate area. However, there was a demand for five bedroom properties. He referred to what he said was a concessionary offer made by the landlord: £1,950 per month from 1 November 2023, £2150 per month from 1 May 2024 and £2350 from 1 November 2024.
9. In written submissions augmented by a number of photographs the tenant stated that the only works carried out during the tenancy were repairs. There had been no regular maintenance. He confirmed that he did not wish the ceiling in the lounge to be repaired: it was not getting worse and did not affect him. Moreover, moving his possessions would be a great inconvenience.

10. Mr Twist stated that there were very few amenities within two miles of the house; only a primary school and a local shop/post office. The nearest towns are Bury St Edmunds 9.7 miles, Haverhill 9.4 miles and Newmarket 11.6 miles.
11. The drainage to the kitchen sink was very poor from August 2019 until the sink was replaced in November 2021. The repairs agreed in April 2022 were not finally completed until June 2023.

The inspection

12. I inspected the property on the morning of 20 November 2023 in the company of both Mr Twist and Mr Howard. Mr Twist refused access to Mr Oates.
13. The property is a detached house on a large plot within a private estate of similar houses. The access road is gravelled and maintained by the owners. There was parking for several cars on a gravelled area at the entrance to the plot and a double garage with pedestrian door into the rear/side garden which was bounded by close boarded fencing. The gravelled area to the front of the property was worn with the tarmac surface showing through in a number of places.
14. The walls are painted render and the pitch roof was covered in concrete tiles. The render was generally in good condition. However, there was some patch repairing on the rear wall above the bay window which did not match and was poorly finished. All the external woodwork required redecoration and some repair particularly at the entrance to the house. There was evidence of an overflowing gutter to the front of the property due to vegetation having taken root in the gutter and also damp due to a gutter defect at the rear. There was a paved terrace area to the rear of the property.
15. Internally the property was generally well maintained. The windows were Upvc double glazed units, an oil fired boiler provided central heating via radiators throughout the house.
16. The accommodation on the ground floor comprised a large lounge, dining room used as a TV room, kitchen/diner/family room, utility room, study and wc. The kitchen area was fitted with a range of floor and wall units, fitted oven and hob, built in fridge/freezer, washing machine (replaced by tenant) and dishwasher. The tenant stated that the dishwasher was not functioning but that he had not reported it to the landlord. The study was fitted with a range of cupboards and bookshelves and a desk. There was an area of the ceiling in the lounge which had delaminated. The landlord was aware however the tenant was not willing to provide access for the ceiling to be repaired.
17. There were five bedrooms on the first floor, three doubles and two small singles. The layout of the single rooms was hampered by the centrally located entrance doors opposite the windows. Two of the doubles had built in wardrobe cupboards and ensuite shower rooms. There was also a four piece family bathroom: the bath and wc were both stained with limescale. The wc cistern was defective which resulted in a continual slow flow of water into the wc pan. The tenant confirmed that the landlord was not aware of this problem.

18. The floors were either laminate, ceramic tiles or carpeted. All were in good condition. The curtains were also provided by the landlord. There was good natural light throughout the house.

The law

19. 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.

20. 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 and also any items of disrepair which either the tenant had not reported to the landlord or had not allowed access for the landlord to carry out the necessary repairs.

Valuation

21. In coming to my decision, as the tenant did not provide any rental evidence the I relied on the rental comparables provided by the landlord together with my own general knowledge of rents in the villages within five miles of the subject property.

22. I determine that the open market rent of the property as at 1 November 2023 is £2200 per month, which is the effective date in the landlord's notice.

The decision

23. The open market rental value of the premises is £2200 per month effective from 1 November 2023, being the effective date in the landlord's notice.

Chairman: Evelyn Flint

Dated: 20 November 2023

ANNEX - RIGHTS OF APPEAL

- I. The application for permission to appeal must arrive at the Regional office within 28 d 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>
- II. 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. 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. Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.

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.

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

7 Clopton park Wickhambrook
Newmarket CB8 8ND

The Tribunal members were

Mrs E Flint FRICS

Landlord

Mr Peter Howard

Address

Tenant

Mr Peter Twist

1. The rent is:£

2200

Per

month

(excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is:

1 November 2023

~~*3. The amount included for services is not applicable~~

Per

~~*4. Service charges are variable and are not included~~

5. Date assured tenancy commenced

1 February 2019

6. Length of the term or rental period

monthly

7. Allocation of liability for repairs

S11 applies

8. Furniture provided by landlord or superior landlord

none

9. Description of premises

Detached five bedroom house, double garage on estate of similar houses

Chairman

E Flint

Date of Decision

**20 November
2023**

