



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

Case Reference : **CHI/43UB/MNR/2023/0211**

Property : **1 Cobham Court Farm Cottages
Downlands Bridge Road
Cobham
Surrey
KT11 3LW**

Applicant Tenant : **Mr L & Mrs C Thompson**

Representative : **None**

Respondent Landlord : **Cobham Park Estate**

Representative : **Strutt & Parker**

Type of Application : **Determination of a Market Rent sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **Mr I R Perry FRICS
Ms C D Barton MRICS
Mr M J F Donaldson FRICS**

Date of Inspection : **None. Paper determination**

Date of Decision : **29th November 2023**

DECISION

Summary of Decision

1. On 29th November 2023 the Tribunal determined a market rent of £1,430 per month to take effect from 1st September 2023.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenants pursuant to sections 13 and 14 Housing Act 1988.
3. On 4th July 2023 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,500 per month in place of the existing rent of £1,300 per month to take effect from 1st September 2023.
4. The notice attempted to impose a second stepped increase of rent to take effect from 1st September 2024. The Tribunal decided that the notice was valid in respect of the increase from 1st September 2023 and would assess a rent from that date but could not contemplate fixing a new rent from September 2024, particularly as the level of rents in 12 months' time cannot be safely predicted by either party.
5. On 30th August 2023 the Tenants applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
6. The Tribunal does not consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
7. The Tribunal issued directions on 18th September 2023 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
8. On 30th October 2023 the Landlord's Agent made a case management application to the Tribunal to extend the date by which they should submit their papers due to the original email from the Tribunal having found its way into the Agent's 'spam' box. The Tribunal duly granted an extension and also granted a second extension to the Tenants in order for them to be able to respond to the Agents submission.
9. Both parties submitted papers setting out their respective cases but neither party provided any photographs. The papers were also copied to the other party.
10. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 29th November 2023 based on the written representations received.

The Property

11. From the information given in the papers and available on the internet, the property comprises a semi-detached house in a rural position on an active farm about 1/2 mile southeast of the town of Cobham and enjoys attractive views of farmland. Access to all main amenities is available in Cobham.
12. The accommodation is listed as including a Living Room, Kitchen/Diner, Utility and WC at ground level with a double Bedroom, Boxroom and Bathroom with WC at first floor level. Outside there is a garden.
13. The Energy Performance Rating is 'F' and the certificate states that the property is of solid brick construction, is fully double glazed and has LPG heating.

Submissions

14. The initial tenancy began on 1st May 2016.
15. The Landlord's Agent states that carpets and curtains are provided by the Tenants and the Landlord provides a cooker but no fridge or washing machine. The Agent also states that there are a few minor repairs that need to be addressed and they are arranging for trickle vents to be installed to windows to try and remedy condensation and mould. They also state that the kitchen and bathroom fittings were installed around 2012.
16. The Agent states that the present rent of £1,300 per was agreed in 2017 and that number 2 Cobham Court Farm Cottage was let in December 2022 for £1,600 per month unfurnished and in similar condition, and that the market rent for the subject property is £1,600 per month. Comparable rents are provided ranging from £1,500 per month to £2,950 per month.
17. The Tenants state that carpets and curtains are included but are not in good condition. They also state that there is a cooker, and they provide a list of outstanding repairs, some of which have been dealt with but, as confirmed by the Landlord's Agent, there are also outstanding issues.
18. The Tenants also detail a history of their time at the property and provide rents of comparable properties ranging from £975 per month to £2,800 per month.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal 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, in respect of council tax 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.

Consideration and Valuation

19. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
20. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy at today's date and does not take account of any historic issues. The personal circumstances of the parties are not relevant to this issue.
21. Having carefully considered representations from the parties, comparable evidence submitted and associated correspondence and using its own judgement and knowledge of rental values in the Cobham area, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,600 per month.
22. However, the parties agree that the Tenants supply a fridge and washing machine which would not normally be the case for an open market letting and the parties also agree that there are outstanding repair issues.
23. The Tribunal needs to reflect the Tenants' improvements including the provision of a porch and the installation of night storage heaters. Further deductions should be made from the open market rent to reflect the Tenants' provision of white goods, carpets and curtains and the dated fittings in the kitchen and bathroom.
24. Using its experience the Tribunal decided that the following adjustments should be made:

Tenants' provision of white goods	£20
Outstanding general repair	£100
Dated kitchen and bathroom	<u>£50</u>
 TOTAL	 £170
25. The Tenants made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenants undue hardship.

Determination

26. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,430 per month.
27. The Tribunal directed that the new rent of £1,430 per month should take effect from 1st September 2023, this being the date specified in the notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.