



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

**Case Reference** : **CAM/42UD/MNR/2024/0087  
P:PAPERREMOTE**

**Property** : **7a Sir Alf Ramsey Way Ipswich IP1  
2DT**

**Applicant** : **Chris Womack**

**Respondent** : **Stuart Curtis**

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

**Tribunal** : **Mrs E Flint FRICS**

**Date and venue of  
Hearing** : **22 July 2024  
Remote on the papers**

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**DECISION**

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The market rent is **£510** per month with effect from 22 July 2024.

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## **Background**

1. On 12 April 2024 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 served on 12 March 2024, proposed a rent of £510 per month with effect from 1 May 2024 in place of the existing rent of £410 per month.
3. The tenant occupies under the terms of a tenancy for six months from 1 May 2018 at £410 per month.
4. Directions were issued by the tribunal on 22 May 2024.
5. Prior to the hearing both the landlord and the tenant sent submissions to the tribunal and the other party.

## **The Evidence**

6. The accommodation comprises a studio flat within an annexe to the main house situated opposite Ipswich Town football club.
7. The landlord stated that when let the studio was in good condition. A new central heating boiler had been installed in 2023. He was not aware of any outstanding repairs.
8. He referred to a number of lettings within house shares at rents above the figure he was asking and asserted that a studio was a more attractive option. The rents of the rooms in house shares included some bills, which was not comparable with the subject terms.
9. The tenant stated that the studio was damp and provided photographs showing mould on the walls. He stated that he had served notice on the landlord as he was moving into social housing. He was on Universal credit and asked that any increase not be backdated because he could not afford to pay any consequential arrears.

## **The law**

10. 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.
11. 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 or any diminution in value due to the tenant not complying with the terms of the tenancy 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**

12. In coming to my decision, I relied on the landlord's comparable evidence together with my own general knowledge of rents in the Ipswich. However, it is clear that the flat is not in the condition which is usual for an open market letting.
13. I determined that the open market rent of the property if modernised and let on the terms which usually apply to an Assured Shorthold letting would be £510 per month.

## **The decision**

14. The rent of £510 per month is effective from 22 July 2024 as I have exercised my discretion under section 14 (7) since I am satisfied that backdating the increase would cause the tenant undue hardship.

Chairman: Evelyn Flint

Dated: 22 July 2024

## **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. 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. 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. 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.

**First-tier Tribunal – Property Chamber**

**CAM/42UD/MNR/2024/  
0087**

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

**Housing Act 1988 Section 14**

**Address of Premises**The Tribunal members were

**7a Sir Alf Ramsey Way  
Ipswich IP1 2DT**

**Mrs E Flint FRICS**

**Landlord**

**Stuart Curtis**

**Address**

**11Dove Street Ipswich IP4 1NG**

**Tenant**

**Chris Womack**

**1. The rent  
is:**

**510**

**Per**

**month**

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

**2. The date the decision takes effect is:**

**22 July 2024**

**\*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 November 2018**

**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**

**9. Description of premises**

**Studio flat in annexe attached to main house, opposite Ipswich football stadium..**

**Chairman**

**E Flint**

**Date of Decision**

**22 July 2024**