



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

**Case reference** : **CHI/45UF/MNR/2024/0117**

**Property** : **Stable Cottage, Woodmans Farm,  
Ashington, Pulborough, West Sussex,  
RH20 3AU**

**Applicant** : **Mrs Raina Smith**

**Representative** : **None**

**Respondent** : **Charles Muddle Properties Ltd**

**Representative** : **Commercial Property Associates (CPA)**

**Type of application** : **Section 13(4) Housing Act 1988**

**Tribunal members** : **Mr Duncan Jagger MRICS  
Mr Nigel Robinson FRICS**

**Venue** : **Video Hearing**

**Date of decision** : **17<sup>th</sup> June 2024**

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**DECISION**

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## **Decision of the tribunal**

- (1) Having heard evidence and submissions from the parties and considered all the documentation provided The Tribunal determines that the rent that the property in its current condition as at 10<sup>th</sup> April 2024 might reasonably be expected to achieve under an assured tenancy is **£1,225 per month**

## **Background**

1. The tenant has lived in the property as assured periodic tenant since the 10<sup>th</sup> June 2013 under an Assured Shorthold Tenancy Agreement.
2. The accommodation comprises two bedrooms, living room, kitchen, bathroom.
3. On 5<sup>th</sup> March 2024 the landlord served a notice pursuant to section 13(2) of the Housing Act 1988 seeking to increase the rent from £825 per month to £2,030 per month effective from 10<sup>th</sup> April 2024.
4. By an application dated 5<sup>th</sup> April 2024, the tenant referred that notice to the Tribunal for a determination of the market rent. The Tribunal issued Directions for the conduct of the matter on 3<sup>rd</sup> May 2024.
5. The first matter for the Tribunal to consider is the allegation from the Tenant stating that the Landlord's notice is invalid as it was sent by first class post rather than registered post in accordance with the agreement and it was received on the 13<sup>th</sup> March 2024 being within one month when the new rent specified in the notice of increase was to take effect.
6. In the case of *Mooney v Whitehead (2023) EWCA Civ 67* the court addressed the jurisdictional scope of Rent Assessment Committees. (First Tier Property Tribunal) It was determined that they do not possess the authority to decide on the validity of a Section 13 Notice. Instead, this is a matter for the courts, as set out in Section 40 of the 1988 Act.
7. Therefore, it is for this reason, the Tribunal cannot consider this matter and it can only be pursued through the court.

## **The Evidence**

8. The detailed bundle of evidence includes a background to the case, the application, the tenancy agreement, two completed Rent Appeal Statements with comparable evidence, and helpful photographs.
9. Based on the evidence before the Tribunal it is evident the that the parties have had a turbulent history, and it could be said that

communications have broken down. There has been local authority intervention and an ongoing Section 21 Notice for the Landlord seeking possession.

### **The Inspection**

10. The Tribunal inspected the property on the morning of the 17<sup>th</sup> June 2024 in the presence of Mrs Smith the tenant. Mr Aldridge from CPA Property also attended the property to carry out a joint inspection.
11. The property is a former farm building that has been converted to form a detached bungalow with brick elevations under a pitched and tiled roof. There is a small shingle garden partly surrounding the property and two timber stables in a building opposite. The property forms part of a 169 acre working farm with associated agricultural buildings and 5 cottages. Replacement double glazed was installed by the Landlord in 2023 together with new loft insulation. Internally, the kitchen and bathroom fittings are some 30 years old and general refurbishment is required. Central heating is provided by a dated oil boiler to radiators. The photographic evidence provided in the bundle evidence amplified the condition of the property.

### **The Hearing**

12. The hearing took place at 2.00pm following the inspection. It was attended by the Tenant, Emma Mina and Andrew Aldridge of CPA Property and the Landlord James Muddle. At the hearing each party was provided with the opportunity to outline their respective cases. The supporting documents set out a chronology of events which on the whole is generally agreed between the parties and the Tribunal does not propose to provide the details in this decision.

### **The Tenants case**

13. The Tenant did not provide comparable evidence for the bungalow but had a list of DIY livery available in the general area. The tenant states the subject property has suffered neglect and requires significant refurbishment which must be reflected in the rental figure. When asked what rent she would be willing to pay, the tenant did not confirm a figure. She was of the opinion the comparable evidence produced by CPA Property was not comparable with the subject bungalow due to location, specification, size and garden. The Tenant confirmed the meat processing plant is a considerable nuisance in terms of traffic and odours. Turning to the stables, if grazing is not available this completely restricts the use of the stables for equine use. There is no internal water supply and windows have been blocked up.

### **The Landlords case**

14. Mr Aldridge confirmed that the Landlord has submitted and served the notice in accordance with the Act and the Landlord has complied with the terms of the tenancy agreement up until today. The proposed rental figure of £1,250 for the bungalow is backed up by 4 comparables. The landlord has made no deduction in order to take into account the current condition. The valuation of the two stables is based upon the Landlords investigations with particular regard to Greyfriars livery stables. Therefore, the proposed rent increase to £2,030 pcm is reasonable.

### **The Law**

15. The rules governing a determination are set out in section 14 of the Housing Act 1988. In particular, the Tribunal is to determine the rent at which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a “sitting tenant”) and any increase or reduction in the value due to the tenant’s improvements or failure to comply with the terms of the tenancy. In the absence of any evidence to the contrary, the Tribunal has proceeded on the basis that the landlord is responsible for repairs to the structure, partial exterior and any installations pursuant to section 11 of the Landlord and Tenant Act 1985.

### **The Valuation**

16. Having carefully considered all of the evidence, and using its knowledge and experience the Tribunal considers that the rent that would be achieved in good condition with refurbished kitchen and bathroom fittings, external maintenance, internal renovation, modern services, and carpets, curtains and white goods supplied by the landlord would be **£1,250** per month. The Tribunal did its very best to analyze the comparable evidence provided by the Landlord. They provided 4 comparables of varying types within a wide geographical radius. This is a relatively individual property in terms of location. Therefore, the Tribunal had to make certain assumptions regarding specification, location, floor area, house type, actual achieved rent value and any market movement compared with the date of valuation.
17. That however is the rent that would be achieved if the property was let in good condition with all modern amenities. The Tribunal must disregard any increase in rental value attributable to the tenant’s improvements, unless they are carried out under an obligation to the landlord. The Tribunal has been provided with a copy of the tenancy agreement, which incorporates the usual repair obligations.
18. Based upon the evidence provided to the Tribunal we consider that that the rent should be reduced by **£200** to reflect the need for internal refurbishment and a lack of white goods and carpets provided by the

Landlord. Our deduction reduces the rent to a figure of **£1,050** per month

19. Step two, is to calculate the value of the two stables without any grazing. The Landlord has assessed the value of the two stables at £780 per month. This figure or methodology is not however supported by actual evidence and there is surely a presumption that this figure for DIY livery must include grazing.
20. The Tribunal preferred the evidence provided by the Tenant and the Tribunal calculates the value of the two stables without any grazing is **£175** per month.
21. Therefore the Tribunal determines the market rent in accordance with Section 13(4) of the Act to be **£1,225** per month.
13. The Tribunal received no evidence of hardship from the Tenant and, therefore, the rent determined by the tribunal is to take effect from **10<sup>th</sup> April 2024**.

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).