



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

**Case reference** : **CAM/33UC/MNR/2024/0083**

**HMCTS code** : **P:PAPERREMOTE**

**Property** : **2 McCarney Court, Drayton High  
Road, Hellesdon, Norwich, NR6  
5GA**

**Applicant (Tenant)** : **Mr and Mrs Patterson**

**Respondent (Landlord)** : **Clarion Housing Association**

**Type of application** : **Determination of a Market Rent:  
Sections 13 and 14 Housing Act  
1988**

**Tribunal members** : **Mr P Roberts FRICS CEnv**

**Date of Determination** : **23 August 2024**

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**DECISION**

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This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a paper determination described above as **P:PAPERREMOTE**. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

## **Decision**

**The Tribunal determined a market rent of £890 per calendar month effective from 21 April 2024.**

## **Reasons**

### **Background**

1. On 1 March 2024 the Landlord served notice under section 13 (2) of the Housing Act 1988 to increase the passing rent from £693 per calendar month (pcm) to £850 per month with effect from 21 April 2024.
2. This rent is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
3. The Tenant made an application dated 11 April 2024 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
4. The Tribunal issued directions on 29 May 2024, inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the tribunal to consider.

### **The Property**

5. The Tribunal has not inspected the Property but relied on the documents provided by the Parties together with information in the public domain including Google Images.
6. The Property comprises a ground floor flat within a purpose built 2.5 storey brick and tile block of apartments located on the corner of Hamond Road and Drayton High Road. The accommodation comprises an entrance hall, bathroom, lounge, kitchen and two bedrooms one of which benefits from an ensuite shower. The property provides central heating, double glazing, curtains, carpets and cooker. There is a garden to the rear and private open car parking.
7. The Landlord provided a copy of an Inventory and Photographic Schedule dated 26 August 2008.

### **The Tenancy**

8. The Tenant occupied the Property by virtue of an Assured Shorthold Tenancy that commenced 21 March 2011. The Tenancy may be brought to an end by the Landlord by service of Notice pursuant to section 21 of the Housing Act 1988 or by the obtaining of a Court Order in the event

that the tenant does not comply with the terms of the Tenancy and/or has failed to pay the rent within 14 days of being demanded.

9. The Tenancy provides that the rent may be reviewed by service of a Notice pursuant to Section 13 of the Housing Act 1988.
10. The initial rent under this Tenancy was £550 pcm.
11. The Tenant's repair obligations are set out in clause 3.8.o. Subsection 3.8.2 states:  
  
*"To keep the interior of the premises in as good repair as at the start of the tenancy and in as good clean and decorative condition as at the start of the tenancy as stated in the inventory attached at the back of this agreement."*
12. The Tribunal has assumed that this reference is to the Inventory dated 26 August 2008 as provided to the Tribunal. It would therefore appear that no account has been taken of matters that may have arisen between the date of that Inventory and the commencement date of the Tenancy.
13. The Landlord's repair obligations are set out at clause 2.2.o of the Tenancy which, inter alia, refers to section 11 of the Landlord and Tenant Act 1985 applies.

### **The Law**

14. Section 5 (3) of the Act provides that the periodic tenancy arising on expiry of the Assured Shorthold Tenancy is one:  
  
*"(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;*  
  
*(b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;*  
  
*(c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;*  
  
*(d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and*  
  
*(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy"*
15. Section 14 (1) of the 1988 Act provides that the Tribunal is required to determine the rent at which the Property might reasonably be expected

to let in the open market by a willing landlord under an assured tenancy:

- a. *“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 rent) are the same as those of the existing tenancy.”*

16. Section 14 (2) of the 1988 Act requires the Tribunal to disregard:

- 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 (as defined by section 14 (3) of the Act) otherwise than as an obligation;*
- 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.”*

17. Section 11 of the Landlord and Tenant Act 1985 (the 1985 Act), provides that the Tribunal is to imply a covenant by the Landlord:

- a. *“to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),*
- b. *to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and*
- c. *to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.”*

18. Section 14 (7) of the 1988 Act states:

*“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 (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) 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.”*

### **Representations – The Tenant**

19. Whilst the Tenant completed the Application and Reply Forms, no further submissions were made. The Tribunal is therefore unaware as to the grounds of the appeal.

### **Representations – The Landlord**

20. The Landlord submitted a completed Reply Form and attached the Inventory dated 26 August 2008 together with the Schedule of Photographs.
21. In addition, the Landlord submitted a Rental Price Comparables Summary setting out details of various properties available to rent.
22. The Tribunal was provided with a copy of a letter from Clarion Housing to the Tenant dated 1 March 2024 which stated:

*“As a private rented tenancy, we have set your rent to reflect the average market rent for similar properties within your area. We believe this is the minimum rent we could reasonably expect to obtain in the open market if we were letting the property on a new tenancy on the same terms as your current agreement.”*

### **Determination**

23. In determining the market rent, the Tribunal has regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant. The current rent, and the period that has passed since that rent was agreed or determined is not relevant.
24. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is therefore unable to have any regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent.
25. However, as set out above, the Tribunal is required to have regard to the obligations of the Landlord and Tenant in respect of the repair, maintenance and upkeep of the Property.
26. As set out above, section 14 (2) (c) of the 1988 Act requires the Tribunal to disregard any failure by the Tenant to comply with their lease obligations. However, the Tribunal is to have regard to matters that do not arise as a direct consequence of the Tenants’ failure to comply with any of their obligations and/or are due to a lack of compliance by the Landlord.
27. With these matters in mind, the Tribunal has reviewed the Rental Price Comparables provided by the Landlord having regard to differences in locality, setting, amenities and general attractiveness to the market.

28. In addition, the Tribunal has relied upon its own knowledge and expertise in such matters and therefore determines the market rental of the Property to be **£890 pcm**.
29. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure should it wish, or be required by other regulations, to do so.
30. This rent is to be effective from **13 May 2024**.

**Name:** Peter Roberts FRICS CEnv

**Date:** 23 August 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).

**First-tier Tribunal – Property Chamber  
File Ref No.**

**CAM/33UC/MNR/2024/  
0083**

**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**

**2 McCarney Court, Drayton  
High Road, Hellesdon,  
Norwich, NR6 5GA**

**Mr P Roberts FRICS CEnv**

**Landlord**

**Clarion Housing Association**

**Address**

**Reed House**

**Peachman Way**

**Broadland Business Park**

**Norwich**

**NR7 0WF**

**Tenant**

**Mr and Mrs Patterson**

**1. The rent  
is:    £**

**890**

**Per**

**month**

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

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

21 April 2024
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**3. The amount included for services is**

<b>not applicable</b>	<b>Per</b>	
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**4. Date assured tenancy commenced**

21 March 2011
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**5. Length of the term or rental period**

Indefinite until brought an end by Notice
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**6. Allocation of liability for repairs**

Tenant liable for internal repairs. LL to comply with s11 LTA 1985
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**8. Furniture provided by landlord or superior landlord**

N/A
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**9. Description of premises**

The Property comprises a ground floor flat within a purpose built 2.5 storey brick and tile block of apartments. The accommodation comprises an entrance hall, bathroom, lounge, kitchen and two bedrooms one of which benefits from an ensuite shower. The property provides central heating, double glazing, curtains, carpets and cooker. There is a garden to the rear and private open car parking.
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<b>Chairman</b>	<table border="1"><tr><td><b>P Roberts</b></td></tr></table>	<b>P Roberts</b>	<b>Date Decision</b>	<b>of</b>	<table border="1"><tr><td><b>23</b></td><td><b>August</b></td></tr><tr><td><b>2024</b></td><td></td></tr></table>	<b>23</b>	<b>August</b>	<b>2024</b>	
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