



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

Case Reference : **CAM/00ME/MNR/2024/0112
P:PAPERREMOTE**

Property : **The Creamery Hawes Hill Court Drift
Road Windsor SL4 4QQ**

Applicant : **Daren Lee**

Respondent : **Stephen D J Spires**

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

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Hearing** : **30 September 2024
Remote on the papers following an
inspection**

DECISION

The market rent is **£2,200** per month with effect from 1 June 2024.

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Background

1. On 31 May 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 8 April 2024, proposed a rent of £2,750 per month with effect from 1 June 2024 in place of the existing rent of £1,400 per month.
3. The tenancy commenced in June 2017 and listed the outgoing for which the tenant would be responsible as the rent, rates, electricity, water, gas and cost of emptying the cess pit every six months. The parties agreed that the rent should be reviewed annually and that if either party's circumstances changed there should be a break option. The tenant also had an option to purchase within the first two years at the market rate less any estate agent's charges which would have been incurred.
4. Directions were issued by the tribunal on 15 July and amended on 14 August 2024.
5. Prior to the hearing both the landlord and the tenant sent submissions to the tribunal and the other party.

The Inspection

6. The property is a two storey end terrace brick and tile barn conversion within a courtyard development.
7. Externally the property is in good condition. The front garden is very small and also provides access to the cupboards housing the meters for all of the units within the development. There is also access to a shared courtyard. Two car parking spaces are allocated in the parking area, dustbins are located near the boundary with the road and drainage is via a shared septic tank.
8. The accommodation comprises on the ground floor hall, living/dining room, kitchen, single bedroom and shower/wc and on the first floor two double bedrooms both with ensuite facilities comprising jacuzzi style bath, shower cubicle and wash basin and separate wc/wash basin to the main bedroom and jacuzzi style bath, shower cubicle, wash basin and wc to the second bedroom. There was no door fitted between the bathroom and main bedroom, there were two windows to this room however only the small window could be opened to provide ventilation. The usable floor area of both the first floor bedrooms is compromised owing to the rooms being situated within the slope of the roof.
9. Internally it is of a good standard with tiled floors throughout the ground floor, a fitted kitchen with integrated appliances and granite worktops, solid oak doors throughout, carpets, curtains and furniture

were provided by the landlord. There was a wood burner in the living room. The tenant has installed security cameras externally and internally.

The Evidence

10. The landlord's solicitor provided a copy of the selling details which included a floorplan and a number of photographs.
11. Mr Anthony R Jamieson MRICS of Clarke Gammon provided a desktop valuation report in which he referred to five comparables within three miles of the subject property which had been let recently in support of his valuation of £2,400 per month excluding all bills and council tax.
12. The rents of the comparables ranged from £2,000 to £2,600 per month which Mr Jamieson adjusted for size, location, condition and amenities. He accepted that not all of the properties were similar, particularly those houses situated on a busy main road. He did not consider that houses on estates were suitable comparables.
13. He considered Pinket Place which Mr Tarrant had also referred to, to be the best comparable. It had been let at £2,250 per month. A smaller cottage with a similar layout but only one bathroom in a similar location. He had adjusted the rent by 5%.
14. He was of the opinion that Mr Tarrant's comparables which were in Holyport were situated in a less desirable area.
15. Mr Paul Tarrant MRICS of Res Property Surveyors provided a valuation report following an inspection of the property. He referred to seven comparables in support of his valuation of £2,000 per month.
16. He adjusted the rents which ranged from £1700 to £2,250 per month to take into account size, condition and location. He was of the opinion that the best comparable was Pinkett Place in Cranbourne which had been let at £2,250 per month. It was a period dwelling in a rural setting with a driveway for two cars and a garden overlooking fields. The specification, condition and configuration were superior. Two other properties in Holyport Village were let at £2,250 and £2,200 were of a similar specification but also had their own private rear gardens and full height first floor bedrooms.
17. He was of the opinion that the limited outdoor space, compromised first floor and having the third bedroom on the ground floor would reduce the rental value. He was of the opinion that the subject property would be more likely appeal to the two bedroom market with the third bedroom being used as a study or guest room.

The law

18. 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.

19. 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

20. In coming to my decision, I have relied on both the landlord and tenant's comparable evidence.
21. The property provides a two double bedroom house with a third small single or study located on the ground floor adjacent to the main entrance door. The first floor rooms are set into the slope of the roof resulting in limited space for wardrobes. The lack of a door to the ensuite in the main bedroom together with limited ventilation within the room make the property less attractive than one with full height ceilings and enclosed bathroom. The garden area is exceptionally small for a family house and has the disadvantage of housing the meter cupboards for all the houses within the development. The dustbins are situated some distance from the house.
22. I agree that Pinkett Place represents the best comparable however there is only one bathroom on the ground floor, convenient for the third bedroom which is also on the ground floor. The second bedroom is a single room, the subject property has two double bedrooms on the first floor with ensuite bathrooms. However, the Pinkett Place house is situated in the village of Winkfield where there are a number of local facilities, has parking immediately in front of the house and a traditional back garden overlooking fields.
23. Having taken into account the advantages and disadvantages of the subject property I determined that the open market rent of The Creamery as at 1 June 2024 is £2,200 per month.

The decision

24. The rent of £2,200 per month is effective from 1 June 2024 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 1 October 2024

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 Creamery Hawes Hill Court Drift Road Windsor SL4 4QQ

The Tribunal members were

Mrs E Flint FRICS

Landlord

Stephen D Spires

Address

c/o Sewell Mullings Logie 7 Dollar Street Cirencester Gloucestershire GL7 2AS

Tenant

Daren Lee

1. The rent is:£ 2,200 Per month (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is: 1st June 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

6. Length of the term or rental period monthly

7. Allocation of liability for repairs As per agreement

8. Furniture provided by landlord or superior landlord

Fully furnished

9. Description of premises

End terrace two storey barn conversion comprising four rooms, kitchen and two bathrooms/wc and one shower room/wc, centrally heated and double glazed, shared courtyard, two parking spaces.

Chairman

E Flint

Date of Decision

30 September 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 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.

