



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

Case Reference : **HAV/00HY/MNR/2024/0515**

Property : **2 Carver Cottages
Barford lane
Downton
Salisbury
Wiltshire
SP5 3PX**

Tenant : **Ms C Green**

Representative : **None**

Landlord : **The Carver Trust**

Representative : **Wooley & Wallis**

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

Tribunal Members : **Mr I R Perry FRICS
Mr S J Hodges FRICS**

Date of Application : **6th September 2024**

**Date of Summary
Reasons** : **22nd October 2024**

DECISION

The Tribunal determines a market rent of £1,180 per calendar month with effect from 18th September 2024

SUMMARY REASONS

Background

1. On 1st August 2024 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £800 per calendar month in place of the existing rent of £680 per calendar month to take effect from 18th September 2024.
2. On 6th September 2024 under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

Inspection

3. The Tribunal did not inspect the property but considered this case based on the papers provided by the parties and information freely available on the internet.

Evidence

4. The Tribunal has considered the written submissions provided by the Parties including a copy of an Assured Shorthold Tenancy Agreement dated 18th August 2024 which included a rent review clause at paragraph 9.2.1 of the Agreement.

Determination and Valuation

5. The Tribunal noted the Rent Review clause within the original tenancy agreement. If this clause were to be extant the Tribunal would have no jurisdiction in this matter. As the original tenancy expired on 17th August 2024 the tenancy is now a Statutory Periodic Tenancy. Accordingly, the Tribunal is of the view that, as determined in *London District Properties Management Limited v Goolamy [2009] EWHC 1367 (Admin)*, that clause does not apply following the end of the original tenancy.
6. Having given consideration to the comparable evidence provided by the parties and of its own expert, general knowledge of rental values in the area, the Tribunal determines that the open market rent for the property in good tenable condition would be in the region of £1,300 per calendar month.
7. Such a tenancy would normally include white goods, carpets and curtains/blinds to all be provided by the Landlord, and the property to be in good condition.
8. In this case the property is not let in such condition as only a cooker is provided in the kitchen and many of the double-glazed window units are 'blown'. The Tenant also refers to several general maintenance issues that are outstanding. Accordingly, the Tribunal adjusted the full open market rent to reflect these.
9. The full valuation is shown below:

Full open market rent in good condition	£1,300
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Less deductions for:-

Lack of some white goods	£20
'Blown' window glazing	£50
General disrepair	£50

TOTAL **MARKET** RENT PAYABLE PER MONTH £1,180

10. 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 would be £1,180.
11. The Tribunal is required to assess a full open market rent but notes that the landlord in this case is a charitable trust that does not charge full open market rent. There is no obligation on the Landlord to charge a higher rent.

APPEAL PROVISIONS

These summary reasons are provided to give the parties an indication as to how the Tribunal made its decision. If either party wishes to appeal this decision, they should first make a request for full reasons and the details of how to appeal will be set out in the full reasons. Any request for full reasons should be made within a month. Any subsequent application for permission to appeal should be made on Form RP PTA.