



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

Case Reference : **CAM/12UB/MNR/2024/0616**

Property : **1 Berry Lands Milton Road CB4 1XW**

Tenant : **Yudi Ding**

Landlord : **Jonathan and Lesley Coad**

Date of Application : **25 October 2024**

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

Tribunal : **Mrs E Flint FRICS**

Date of Hearing : **13 January 2025**

DECISION

**The Tribunal determines a rent of £1400 per calendar month with
effect from 27 November 2024.**

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REASONS

Background

1. On 7 October 2024 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1500 per month in place of the existing rent of £1265 per month to take effect from 27 November 2024.
2. On 26 October 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. I did not inspect the flat and based my decision on the written representations and photographs supplied by the parties.

Evidence

4. The property is a ground floor flat comprising three rooms, kitchen and bathroom/wc. It is centrally heated with double glazed windows, the carpets, curtains and white goods were supplied by the landlord. There is a garage included in the tenancy.

5. The landlord stated that the flat had been refurbished in 2008: it had been rewired, replastered and decorated, central heating installed, new kitchen and bathroom fittings and new flooring. The double glazing in the lounge and bathroom had been replaced in December 2019 and the flat was redecorated and the carpets in the bedrooms replaced in January 2021.

6. The landlord referred to a large number of asking rents in Cambridge at rents from £1250, with the majority being in excess of £1550 per month, however there were very few details regarding the majority of these properties. They stated that there were no comparable two bedroom flats available at less than £1600 per month. Their investigations suggested that the proposed rent of £1500 was below the market rent.

7. They noted that the tenant had referred to another flat in Berry Lands at an asking rent of £1375 per month but considered that it was a poorer quality flat. It was accepted that it had the same layout as the subject flat.

7. The tenant referred to a number of comparables within the CB4 postcode area and in particular another flat within Berry Lands available at £1375 per month. He noted that a flat in Novum House was available for £1500 per month but stated that it was a new build with high end interiors therefore in significantly better condition. He was of the opinion that it was misleading to consider rents throughout Cambridge: there were a number of different locations where values for similar accommodation were significantly different due to their proximity to the city centre and city centre amenities.

8. In addition to the nine comparables upon which he relied with rents ranging from £1250 to £1500, he also commented on the seven comparables

in CB4 which the landlord had referred to at rents from £1300 to £1650 per month, noting that the higher rents of up to £1950 per month the landlord had referred to were within the CB1 and CB2 postcode areas.

Determination and Valuation

6. I have relied on the comparables provided together with my own expert, general knowledge of rental values in Cambridge. I am of the opinion that the open market rent of the property is £1,400 per month to take into account the terms of the tenancy and standard of the accommodation. The best comparable was in the same development with an identical floor plan.

Decision

7. I therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy was £1,400 per month.

9. I direct the new rent of £1,400 per month to take effect on 27 November 2024 in accordance with the date in the landlord's notice.

Chairman: E Flint

Date: 13 January 2025

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.

