



FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)

Case Reference : CAM/26UD/MNR/2024/0150

Property : 3 Stanley Road Stevenage  
Hertfordshire SG2 0EF

Tenant : Mr Olufemi

Landlord : Mr Phil S Chapman

Date of Application : 26 September 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

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DECISION

The Tribunal determines a rent of £1400 per calendar month with effect from 12 October 2024.

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## REASONS

### Background

1. On 9 September 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 £1100 per month to take effect from 12 October 2024.
2. On 26 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. I inspected the house in the morning of 13 January 2025. It is situated on a residential estate of detached, semi-detached and terraced houses. The majority of the roads were heavily parked however the subject property had parking for one car on the drive and there was a parking bay opposite. The tenancy also includes a garage in a block.
4. The house is detached and in fair condition externally. The accommodation comprises on the ground floor two living rooms, kitchen and store room with wc and on the first floor two double and one single bedrooms and a bathroom/wc. The kitchen has some fitted units and a small freestanding gas cooker. The bathroom has fully tiled walls adjacent the bath and on the rear wall. The house, but not the store room/wc, is centrally heated and the windows double glazed, the living rooms have solid wood herringbone parquet flooring.

### Evidence

5. The landlord stated that the average rent of a three bedroom house in Stevenage was £1778 or £1747 where the parking arrangements was not specified. He had also updated the original rent of £850 per month in July 2010 by using the Hargreaves Lansdown inflation calculator which gave a market rent of £1485 per month. He stated that the evidence supported the proposed rent of £1500 per month.
6. The tenant did not send written representations setting out any comparable market evidence. He did however send a copy of an email exchange between himself and the landlord just prior to the service of the S13 Notice of Increase. The landlord had stated that the rent should be £1400 per month but was willing to agree £1350. The tenant had responded that he could not afford such a large increase and proposed an increase of £50 per month for six months with an increase of either £50 or £100 in March 2025.
7. As there was no agreement regarding the new rent the landlord served a Notice of Increase proposing £1500 per month.

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## Determination and Valuation

8. I have relied on the comparables provided together with my own expert, general knowledge of rental values in Stevenage. 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. Many of the comparables were situated closer to the town centre, some had recently been refurbished and or extended.

## Decision

9. 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.

10. I direct the new rent of £1,400 per month to take effect on 12 October 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.



## Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

### Address of Premises

3 Stanley Road Stevenage  
Hertfordshire SG2 0EF

### The Tribunal members were

Mrs E Flint FRICS

### Landlord

Mr Phil Chapman

### Address

Saconbury Stables  
Sacombe Park  
Nr Ware  
Hertfordshire  
SG12 0JA

### Tenant

Mr Olufemi Alabi

1. The rent is:£

1400

Per

Month

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

2. The date the decision takes effect is:

12 October 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

12 July 2010

6. Length of the term or rental period

monthly

7. Allocation of liability for repairs

As per agreement. S11 applies

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

Detached house comprising five rooms, kitchen, bathroom/wc, store room with wc off,  
central heating and double glazing, garage in block.

Chairman

E Flint

Date of Decision

13 January 2025