



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

**Case reference** : HAV/43UJ/MNR/2024/0616

**Property** : 167 Frimley Road, Camberley,  
Surrey, GU15 2PZ

**Applicant Tenant** : Ms Jayne M Nash

**Representative** : None

**Respondent Landlord** : Neema Pauls Real Estate Ltd

**Representative** : The Connells Group

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

**Tribunal member(s)** : Mr J G G Wilson MRICS  
Mr I R Perry BSc FRICS  
Mr N I Robinson FRICS

**Date of inspection** : None, Determination on Papers

**Date of decision** : 17 December 2024

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**DECISION**

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## **Decision of the Tribunal**

**On 17 December 2024 the Tribunal determined a Market Rent of £1,495 (One Thousand Four Hundred and Ninety-Five Pounds) Per Month to take effect from 5 November 2024.**

## **Background**

1. By way of an application received by the Tribunal on 17 October 2024 the Applicant tenant of 167 Frimley Road, Camberley, Surrey, GU15 2PZ (hereinafter referred to as “the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent landlord of the property under Section 13(2) of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 27 September 2024, proposed a new rent of £1,500 per month in lieu of a passing rent of £1,200 per month, to take effect from 5 November 2024.
3. The tenant has occupied the property under an assured tenancy from its term start date of 12 June 2016.
4. The Tribunal issued Directions dated 29 October 2024 advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within seven days. The parties were also advised that, whereas no inspection would be undertaken, the Tribunal would seek to view the property on the internet. Paragraphs 5 and 6 of the Directions respectively.
5. The Rent Appeal Statement includes for provision of photographs to assist the Tribunal to understand the case and to help the party to present the issues.
6. The Directions required the landlord and the tenant to submit their completed Rent Appeal Statements (“Statement”) to the Tribunal by 12 November 2024 and 26 November 2024 respectively, with copies to be sent to the other party. The landlord’s representative submitted his Statement on 8 November 2024, copied to the tenant 1 November 2024, thereby compliant with the Directions. The tenant did not submit a Statement.
7. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 17 December 2024 based on the Rent Appeal Statement of the landlord’s representative and the tenant’s Notice under section 13(4) of the Housing Act 1988, with covering email dated 17 October 2024.

## **The Property**

8. From the information provided in the Papers and Google Street View, 167 Frimley Road is a 1930’s two storey, semi-detached house, with pitched tiled roof. It is in an urban location with local bus and rail services.

9. The accommodation is: ground floor – reception room, kitchen and bathroom/WC; and first floor- three bedrooms and shower room/WC. There is off street parking at the front of the house and a garden to the rear.

### **The Tenancy Agreement**

10. The tenancy agreement is dated 12 June 2016 and is for a term of 12 months from that date at a rent of £1,200 per month. At the expiration of the fixed term, the tenancy ‘...will continue but will run from Month to Month (a periodic tenancy). This periodic tenancy can be ended by the Tenant giving at least one month’s written notice to the Landlord, the notice to expire at the end of a rental period.’
11. The tenant covenants, inter alia, to pay for all gas, water, and electricity consumed on or supplied, to pay the whole of any Council Tax charge or similar tax or levy payable, to keep in good repair and decoration and in clean condition all parts of the Property and the Fittings (fair wear and tear excepted).
12. Similarly, the landlord covenants, inter alia, to provide for quiet enjoyment, ‘To keep in repair and proper working order the installations contained in the Property for the supply of water, gas and electricity and all mechanical and electrical items as are included...’, ‘To keep, maintain and repair the structure of the Property...’.
13. The tenancy agreement provides for the rent to be revised at the end of the term, albeit there is no rent review mechanism for the same, clause 1.3.

### **Submissions – Rent Appeal Statement**

14. The Landlord’s representative, Mr James Bennett of Connells Group Corporate Lettings, submitted a Rent Appeal Statement in accordance with the Directions, having sent a copy to the tenant on 1 November 2024. A copy of the Landlord’s Notice proposing a new rent of £1,500 per month dated 27 September 2024 is attached to the Statement.
15. In addition to outline details in the Statement, a ‘Property Assessment Form’ dated 9 August 2024 for Capital Home Loans Ltd is attached too. Mr Bennett’s submissions are in outline, as follows.
16. The description of the property outlined at paragraphs 8 and 9 above is confirmed. The property has gas fired central heating and double glazing. An oven/hob is provided.
17. The landlord has no knowledge of any improvements. There has been a leak to the shower, which has been fixed, but the decorative works are outstanding.
18. Property Assessment Form: it is dated 9 August 2024 and states under ‘Property Condition Description: Local agents have inspected the interior of the property and have reported it to be in a good condition with no works required to let or sell the property.’ Under ‘Property Condition’ it is rated ‘Good’ internally and ‘Fair’ externally.

19. There is a selection of photographs, in colour, as follows: front elevation showing the off street parking, the living room, the kitchen, a bedroom and bathroom/WC.
20. The EPC rating is D, valid until 23 June 2034.
21. Under 'Location Description' it says 'The property is central to Camberley town centre which affords all amenities, school catchment for primary ages, hospitals and provides good public transport links for both rail and road networks. The area is regarded as good locally, but the property being on a main road may be a deterring factor...'
22. Under 'Previous/Current Market History;' it says 'Currently Rightmove have 20 properties for rental within a three-mile radius from the subject property.'
23. Estate Agents, Messrs Gascoigne Pees and Martin & Co. have given anticipated monthly rental values of £1,500 per month to £1,750 per month and £1,650 per month respectively.
24. Outline details with external photographs are given of three comparable lettings' properties, briefly described as follows.
25. Quebec Gardens, Blackwater, GU17 – a two-storey, three bedrooms, terrace house, in good condition, available to let at £1,500 per month.
26. Millins Close, Sandhurst, GU47 – a two-storey, three bedrooms, end of terrace house, in good condition, with let agreed at £1,650 per month.
27. Dart Road, Farnborough, GU14 – a two-storey, three bedrooms, semi-detached house, in good condition, available to let at £1,750 per month.
28. Whereas Ms Nash (the Tenant) is neither represented nor has submitted a Statement, she has made various points with respect to the property in her Application under section 13(4) of the Act and its covering email dated 17 October 2024.
29. In the covering email dated 17 October 2024 and relevant for these purposes, Ms Nash says '...Some repairs have been done but some have not...'
30. In Ms Nash's Application, the accommodation of the property is confirmed and there is a 'lean to' in the garden. There are no Services provided and correspondingly, no separate charge.
31. Under 'furniture' provided, Ms Nash says a washing machine, plumbed in under the stairs and goes on to say it has stopped working and she has replaced it with one of her own.
32. Improvements: Ms Nash says she has hung a door between the lounge and the stair-well to seek to keep the heat in and the draft out. Ms Nash goes on

to add she has also replaced the oven.

33. Repairs: Ms Nash says these are the responsibility of the landlord and goes on to say, 'They did not repair any items which required fixing.' Ms Nash goes on to add the house is Rating E, there is no cavity insulation, the loft insulation is below minimum requirement and thus costly to heat and maintain any heat.

### **The Law**

#### Section 14, Housing Act 1988 - Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal 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, in respect of council tax 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.

34. In accordance with the terms of section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the tenancy. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy.

### **Considerations and Valuation**

35. The Tribunal first considered whether it felt able to decide this case reasonably and fairly based on the papers submitted only, with no oral hearing. Having read and considered the papers the Tribunal decided it could do so.
36. The Tribunal is required to determine the rent at which the property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Tenant are not relevant to this issue.
37. From the parties' submissions, the property is a typical 1930's semi-detached, three bedrooms house, in good condition, in an urban location with associated amenities.
38. The landlord's rental valuation submissions are given by third party Estate Agents active in the area. In their opinion, the anticipated monthly rental of the property is in the range of £1,500 per month to £1,750 per month.
39. From its property search of three bedrooms' houses available to let in the area on Rightmove, the Tribunal agrees the rental value lies within the range opined at

paragraph 38 above.

40. The Tribunal having considered all the above, the landlord's representative's Rent Appeal Statement, the tenant's submissions, using its own judgement and knowledge of rental values in the Camberley area has decided the market rent for 167 Frimley Road, before any adjustment it believes appropriate, is £1,575 (One Thousand Five Hundred and Seventy-Five Pounds) Per Month.
41. Adjustments: based on the evidence before it, the Tribunal considered that adjustments to the market rent are required to reflect that: (1) neither carpets nor curtains are provided; and (2) whereas an oven/hob was provided by the landlord at the commencement of the tenancy, it has been replaced by the tenant and that no further white goods are provided.
42. The Tribunal decided a deduction of £80 per month be applied, made up as follows:
- |   |            |
|---|------------|
| Tenant's provision of carpets and curtains: | £50        |
| Tenant's provision of white goods:          | <u>£30</u> |
| Total £ per month:                          | £80.       |
43. £1,575 per month minus £80 per month to equal £1,495 per month.
44. The Tenant made no representations that the starting date for the new rent specified in the Landlord's notice would cause undue hardship.

### **Determination**

45. The Tribunal therefore decided that the rent at which the property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was **£1,495 (One Thousand Four Hundred and Ninety-Five Pounds) Per Month**.
46. The Tribunal directs that the new rent of £1,495 per month should take effect from 5 November 2024, this being the date specified in the Landlord's Notice.

## **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 days' time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 days' time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.