



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

Case Reference : **BIR/37UD/MNR/2024/0616**

Property : **5 Felstead Court Bramcote Nottingham NG9
9EZ**

Landlord : **Debbie Brookes**

Tenant : **David J Mayberry and Wendy Sijnesael**

Type of Application : **An Application for a Determination under
Section 14 of the Housing Act 1988**

Tribunal Members : **Nicholas Wint FRICS & Julie Rossiter MRICS &
Philip Morris MRICS**

Date of Decision : **07 March 2025**

STATEMENT OF REASONS

BACKGROUND

1. The Landlord served a notice on the Tenant dated 19 August 2024 under section 13 of the Housing Act 1988 seeking to increase the rent of the Property from £700 to £900 per month with effect from 1 October 2024.
2. Upon receipt the Tenant made an application dated 24 September 2024 referring the notice of the proposed increase to the First-tier Tribunal Property Chamber (Residential Property).
3. The Tribunal issued its Directions dated 3 October 2024 informing the parties that the Tribunal will determine the Market Rent for the Property without an inspection or hearing (unless either party requested a hearing) and based on the written submissions of parties and any other information submitted on the Reply Forms received. Neither party requested a hearing, and the matter was therefore listed for a paper determination only without an inspection on 6 February 2025.
4. The Tribunal received a copy of the tenancy agreement dated 17 September 2018 which commenced from and including 10 October 2018 with the rent payable in advance on the first day of each month.
5. The Landlord and the Tenant both returned a completed Reply Form and provided submissions for the consideration of the Tribunal which included details of various comparable properties from the area in support of their respective valuations and photographs of the Property.
6. No further written submissions were received from either party.
7. Following the hearing and after consideration of the available evidence and the applicable law, the Tribunal determined a rent of £800 per month with effect from 1 October 2024 and issued its decision on this basis.
8. Upon receipt of an email dated 11 February 2025 the Landlord requested the Tribunal provide reasons. These written reasons should therefore be read in conjunction with the Decision of the Tribunal dated 6 February 2025.

THE PROPERTY

9. The Property is located in Bramcote, Nottingham.
10. It is a two-storey terraced house providing a porch, living room, extended kitchen/ diner, bathroom and two bedrooms. There is a garage, off street parking and a garden.
11. The windows are double glazed and there is central heating throughout.

EVIDENCE

12. The Landlord's reply form stated the extent of the accommodation and that the central heating, double glazing, carpets and curtains and white goods were all provided by the Landlord and that all the main rooms were in good condition except for a small leak from the bathroom which was being attended to.
13. The Landlord submitted that based on their research rental values were between £850 to £1,000 per month and that Bramcote is a desirable location which has led to an increase in rental values.
14. The Landlord also stated that the Property had been well-maintained although some maintenance items had been identified which were being addressed. In terms of specific evidence, the Landlord referred the Tribunal to several other properties in Felstead Court that were on the market at between £850 to £975 per month and based on this considered their proposal of £900 per month was justified.
15. The Tenant's reply form confirmed the extent of the accommodation above and that the central heating, carpets, cooker/ oven and double glazing were provided by the Landlord but that they had provided three sets of curtains and the fridge freezer and washing machine.
16. The Tenant also advised that there was a leak in the bathroom which has not been completely resolved and that there is only one radiator shared between the kitchen and living room, the garage roof is leaking, and the door requires re-painting.
17. The Tenant submitted various internal photographs of the Property showing disrepair in the kitchen ceiling and walls, plasterwork damage in the living room, condensation between the panes of glass in several double glazed windows, photos of the grout between the bathroom tiles, shower curtain and photos of mould forming on the walls in the bathroom and staining to the ceiling in the porch/ cupboard and holes in the garage roof and flaking paint on the garage door before it was repainted by the Tenant. All these matters had been reported to the Landlord's agent, Castle Estates.
18. The Tenant did not submit any specific comparable evidence of their own. However, the Tenant did provide a response to the evidence submitted by the Landlord. In particular, the Tenant advised that No. 7 Felstead Court had been refurbished and that the evidence in respect of the other leasehold properties in Felstead Court were between £800 and £850 per month but had been refurbished and were therefore in better condition.

THE LAW

19. Section 14 of The Housing Act 1988 states:

'(1) Where, under subsection (4)(a) of section 13 above, 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;...

'(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 the immediate landlord ...

20. The jurisdiction of the Rent Assessment Committee was transferred to the First-tier Tribunal (Property Chamber) from 1st July 2013.

21. In accordance with the terms of section 14 of the Housing Act 1988 the Tribunal must determine the rent at which it considers that the subject property might reasonably be expected to let on the open market by a willing landlord under an assured tenancy.

22. In so doing the Tribunal, as required by section 14(1), must ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of the Act.

VALUATION

23. In reaching its determination, the Tribunal has had regard to the evidence and submissions of the parties, the relevant law and their own knowledge and experience as an expert Tribunal but not any special or secret knowledge.
24. In the first instance, the Tribunal determined what rent the landlord could reasonably be expected to obtain for the Property if it were let today in the condition that is considered usual for such an open market letting.
25. The Tribunal used its own general knowledge of market rental levels in the area and from its own research into rental values for similar types of property from the surrounding areas and came to the conclusion that similar type properties could be let in order of £900 per month.
26. The Tribunal then made adjustments for the various items of disrepair that it considered would have an effect on the Property's rental value amounting to £100 per month.
27. Taking all these factors into consideration, the Tribunal was satisfied and concluded that the market rental would be £800 per month after making the above adjustments.
28. In conclusion, the Tribunal has had regard to the location, accommodation and condition of the Property as well as its findings and had regard to the parties submissions in arriving at its valuation of the Property. The rent determined by the Tribunal for the purposes of Section 14 was, therefore, £800 per month with effect from 1 October 2024, the date specified in the Landlord's notice.

RIGHT OF APPEAL

29. If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) **on a point of law only**. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013) stating the grounds upon which it is intended to rely in the appeal.

Nicholas Wint BSc (Hons) FRICS