



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

Case Reference : **HAV/24UG/MNR/2024/0642**

Property : **The Stable
Taplins Farm
Church Lane
Hartley Wintney
Hampshire
RG27 8EF**

Applicant Tenant : **Mr A Lockley**

Representative : **None**

Respondent Landlord : **B & C Willis**

Representative : **Neale Turk LLP**

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

Tribunal Members : **Mr I R Perry FRICS
Mr M J F Donaldson FRICS**

Date of Inspection : **3rd February 2025**

Date of Decision : **3rd February 2025**

DECISION

Summary of Decision

1. On 3rd February 2025 the Tribunal determined a market rent of £700 per month to take effect from 3rd December 2024.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 25th October 2024 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,175 per month, in place of the existing rent of £675 per month, to take effect from 3rd December 2024. The notice complied with the legal requirements.
4. The Tribunal issued Directions on 2nd January 2025. The parties were invited to make submissions which could include photographs or videos and the Tribunal indicated that unless either party objected the Tribunal would determine the matter without a hearing.
5. Both parties submitted papers including a rent appeal statement which were copied to the other party.
6. Neither party objected to the matter being determined without an oral hearing, so the Tribunal inspected the property and determined the case on 3rd February 2025 based on the written representations received.
7. These reasons address **in summary form** the key issues raised by the parties. They do not recite each and every point referred to in submissions. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 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.

The Property

8. The Tribunal inspected the property on 3rd February 2025 and found it to be a single storey detached building which was originally a stable within the curtilage of Taplins Farm, and is situated only a few yards from the main farmhouse.

9. The accommodation includes a Hall, Living Room, galley Kitchen, Bedroom and Shower Room. Outside there is unallocated parking within the yard of the main farmhouse.
10. There is no allocated outside space and Heras fencing has been erected to prevent the Tenant from having access to other areas around the main farmhouse.
11. The farm is situated about 1 mile south of Hartley Wintney, a popular village situated between Basingstoke and Camberley.
12. The Energy Performance Rating for the property is 'D'.

Submissions

13. The initial tenancy began on 3rd August 2007 at a rent of £675 per month. This remains the rent prior to this decision.
14. There is no central heating or double glazing. The Landlord provides electric heaters.
15. The Landlord's Agent states that carpets, curtains and white goods are all provided, and the Landlord pays the water rates.
16. The Landlord's Agent refers specifically to three 1-bedroom flats available to rent in the vicinity with asking rents from £1,600 to £1,733 per month. Within the submission there are many other 1-bedroom flats advertised with rents ranging from £1,075 to £1,850 per month.
17. The Tenant states that the white goods were originally supplied by the Landlord but that he had replaced the fridge in October 2024. He was then refunded the cost by way of rent reduction.
18. The Tenant further states that the internal fittings are all at least 20 years old and lists a number of defects to the structure as evidenced by photographs including porous and loose brickwork, structural cracks, gaps around doors and windows, poor internal fixtures and fittings.

Consideration and Valuation

19. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted and inspection only with no oral hearing. Having read and considered the papers it decided that it could do so.
20. The Tribunal found the property to be in poor condition both internally and externally, as can be seen from the photographs supplied.
21. The Tribunal is required to determine 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 as seen at the date of the inspection. The personal circumstances of the Parties are not relevant to this issue.

22. Such an open market rent would be for a property in good lettable condition with carpets, curtains and white goods all provided by the Landlord.
23. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in the Basingstoke, Camberley and Aldershot areas, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,500 per month. This takes into account the Landlord's provision of water.
24. However, the Tribunal found that the property is not in a condition that would readily command such a rent and a number of reductions in the rent need to be applied.
25. Using its experience the Tribunal decided that the following adjustments should be made:

Poor external repair	£200
Poor internal condition	£100
Dated kitchen	£100
Lack of central heating	£150
Lack of double glazing	£100
Dated bathroom	£100
No outside space	<u>£50</u>
TOTAL	£800

26. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination

27. 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 was £700 per month.
28. The Tribunal directed that the new rent of £700 per month should take effect from 3rd December 2024, this being the date specified in the 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 to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.

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-day 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-day 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.