



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

<b>Case reference</b>	:	<b>CAM/12UD/MNR/2025/0628</b>
<b>Property</b>	:	<b>19 Colvile Road, Wisbech, Cambridgeshire, PE13 2EL</b>
<b>Applicant</b>	:	<b>Donna Waters and Owen Davies</b>
<b>Respondents</b>	:	<b>Richard Brown</b>
<b>Type of application</b>	:	<b>Section 14 of the Housing Act 1988 Determination of market rent payable.</b>
<b>Tribunal member(s)</b>	:	<b>Judge Bernadette MacQueen Mary Hardman FRICS IRRV(Hons)</b>
<b>Date of Decision</b>	:	<b>30 May 2025</b>

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**DECISION**

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**Description of hearing**

This has been a determination based on written submissions which has been consented to by the parties.

**Decision:**

The Tribunal determined a rent of **£850** per calendar month to take effect from 6 December 2024.

## **Reasons**

### **Background**

1. The Landlord by a notice in the prescribed form dated 14 October 2024 proposed a new 'rent' of £975 per calendar month (pcm) to be effective from 6 December 2024. On 5 December 2024 the tenant referred the Notice to the Tribunal. This was in lieu of the previous rent of £850 pcm.
2. Parties were requested to complete a pro forma supplying details of the accommodation on a room-by-room basis, the features of the property (central heating, white goods, double glazing, carpets and curtains) and other property attributes and any further comments that they may wish the tribunal to take into consideration. This could include any repairs and improvements that had been made, any comments on the condition of the property and rentals of similar properties – should they wish to rely on these.
3. They were invited to include photographs and were informed that the Tribunal may use internet mapping applications to gather information about the location of the property and may inspect.
4. The determination would take place based on the submissions from both parties unless either party requested a hearing. No request was made for a hearing.

### **The Property**

5. The tribunal inspected the property on 13 May 2025. The tenants, Ms Waters and Mr Davies and the landlord, Mr Brown were present at the inspection. Representatives of the local authority were also present as the tribunal was also dealing with an appeal by Mr Brown against two improvement notices (CAM/12UD/HIN/2024/0600) at the same time.
6. The weather on the day was dry and warm.
7. The Property is a two-storey semi-detached house built in the late 1800s or early 1900s. The Property appears to be of a solid brick construction with a tiled roof and has been rendered to the external walls.
8. There is a small paved area to the front and a garden to the rear. There is a small outbuilding immediately to the rear of the house with a toilet. At the end of the garden is a large garage with vehicular access from the rear.
9. The accommodation comprises a through lounge/dining room and kitchen with a small pantry to the ground floor and three bedrooms and a bathroom to the first floor. There is gas central heating with radiators in most rooms and double glazing provided by the landlord.

10. The cooker and hob were provided by the landlord with other white goods provided by the tenant. Carpets were provided by the landlord but were generally in a poor state and there was no carpet on the stairs. Curtains were provided by the landlord and the tenant.

### **The Tenancy**

11. The tenancy commenced on 6 September 2014 and a copy of an assured shorthold tenancy agreement was provided. The tenancy term was for an initial period of 6 months and a statutory tenancy on the terms of the written agreement appears to have arisen from 6 March 2015. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations.

### **The Law**

12. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic tenancy-
  - (a) 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 rent) are the same as those of the subject tenancy
13. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall disregard –
  - (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
  - (c) any reduction in the value of the dwelling-house due to the failure of the tenant to comply with any terms of the subject tenancy.

### **Representation – Tenant**

14. The tenant supplied a large amount of written evidence to include a large number of photographs.
15. The tenant said that, whilst the house was fitted with UPVC double glazing, the seals to some of the windows had blown.
16. The front door was in poor condition and let in cold and rain, and there was a crack to the window above the door.

17. There was damp to both chimney breasts in the lounge and the internal wall also showed signs of damp. The property suffered from condensation and black mould grew around the windows. The roof to the front bay was in poor condition. They used a dehumidifier in the room to help deal with the condensation.
18. There was a hole in the ceiling to the rear room from a bathroom leak in 2024 and there was damp staining.
19. There was no door to the kitchen as the previous one had fallen off its hinges. There were signs of mould to the exterior walls. Handles to the windows were broken, the water stop tap was leaking causing damp, the cupboards were damp and the fascia to the cupboards was peeling.
20. All external walls to the bedrooms showed signs of damp and carpets were worn to the bedrooms, and worn or non-existent to the landing. Floorboards to two of the bedrooms were loose. The third bedroom had no radiator.
21. The bathroom had mould around the window frame and the bath panel was cracked. There was no water supply to the wash hand basin. A shower and extractor had been fitted in February 2025.
22. They believed that the landlord did not sufficiently maintain the property and visited very infrequently – twice in the last 5 years.
23. They did not believe that the increase to £975 was reasonable given that the property was subject to Improvement Notices in respect of Category 1 and Category 2 hazards. They sought a nil increase so that the rent remained at £850 per month.

### **Representations – Landlord**

24. The landlord said that the lack of maintenance was due to the tenant being uncooperative and obstructive about allowing maintenance to be done. They had neglected the interior décor and carpets and wouldn't spend any money on the property.
25. The large garage was particularly valuable as most houses on the road did not have a garage. The property was also very close to the most expensive private house in Wisbech.
26. He provided the sales details from 2006 confirming the accommodation and layout of the property.
27. He also provided details of 4 comparable properties which were either on the market for letting (2) or let agreed (2). These ranged from £960 pcm to £995 pcm. He suggested that they were in poorer areas and/or suffered from risk of flooding.

## **Determination**

28. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. It does not take into account the present rent and the period of time which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the landlord or the tenant.
29. The Tribunal assesses a rent for the Property as it is on the day of the hearing disregarding any improvements made by the tenant but taking into account the impact on rental value of disrepair (if any) which is not due to a failure of the tenant to comply with the terms of the tenancy.
30. This is a fairly basic property, albeit well situated. It would need some work before it would match other three bedroomed properties which form the general market. Some of the damp may be due to the way the property is occupied but the tribunal is not persuaded that gives rises to all the damp issues in the property. The carpets, which the tribunal does not accept are the responsibility of the tenant to replace when worn, are in poor condition and there is no carpet on the stairs. Lack of running water to the bathroom wash hand basin is a clear issue as are the loose floorboards in the bedrooms and the draughty front door. The relationship between the parties is poor and it would appear that access for workmen has not always been easy – although there is evidence of work having been done recently (Shower in bathroom, fire alarm installation)
31. The landlord has supplied comparables via a printout from Rightmove based on location and presumable 2/3 bedrooms. There is no consideration given as to which are most comparable and very basic details are supplied. The tribunal also notes that two are more modern properties and all are asking rents.
32. The tribunal has had regard to the rental evidence supplied by the landlord and has also had regard to its own local knowledge and experience. It determines that the open market rent of a property in good condition for its age and type would be around £1000 per month.
33. It has then made deduction of £150 to reflect the issues identified with the property – in particular the damp, lack of hot water in the bathroom, poor/non-existent floor covering, loose floorboards and general need for redecoration and the provision by the tenant of curtains and some white goods and arrives as a rent for the subject property of £850 per calendar month.

**Mary Hardman FRICS IRRV(Hons)**  
**Regional Surveyor**

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).