



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

Case Reference	:	HAV/40UG/MNR/2025/0623
Property	:	303 Bickenhall Farm Cottage Taunton Somerset TA3 6TX
Applicant Tenants	:	Mr I Burton and Mrs L Burton
Representative	:	None
Respondent Landlord	:	Dorrington Residential Limited
Representative	:	Ms K Woodfine Oram, Savills
Type of Application	:	Determination of a Market Rent - sections 13 & 14 of the Housing Act 1988
Tribunal Members	:	Mr J G G Wilson MRICS FCIArb Mr S Hodges FRICS Judge R Percival
Date of Application	:	31 January 2025
Date of Decision	:	27 March 2025

DECISION

The Tribunal determines a rent of £920 (Nine Hundred and Twenty Pounds) Per Calendar Month with effect from 1 March 2025.

SUMMARY REASONS

Background

1. On 20 January 2025, the landlord's representative served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £925 per month in place of the existing rent of £820 per month to take effect from 1 March 2025.
2. On 31 January 2025 the tenants submitted their application to the Tribunal (the application is in fact dated 31 January 2024) under section 13(4) of the Housing Act 1988, referring the landlord's notice proposing a new rent for determination of a market rent.

Inspection

3. The Tribunal did not inspect the property but considered this case based on the papers provided by the parties and information freely available on the internet.
4. 303 Bickenhall Farm Cottage is a two-storey semi-detached house of traditional brick construction and pitched tiled roof. The accommodation is: ground floor - two reception rooms, kitchen and outside WC; first floor – three bedrooms and one bathroom/WC. Outside there is a garden and drive.

Evidence

5. The Tribunal gave Directions dated 19 February 2025. The dates by which the parties' Rent Appeal Statements ('Statement') are to be completed and returned to the Tribunal are, the landlord - 5 March 2025 and the tenants – 19 March 2025.
6. The Tribunal has considered the Statement given by Ms Katy Woodfine Oram dated 21 February 2025 and copied to the tenants the same day. In addition, the Tribunal has considered the Statement given by the tenants to the Tribunal and copied to the landlord, dated 24 February 2025. Both Statements were given in accordance with the Tribunal's Directions.
7. With respect to the property, Ms Woodfine Oram's Statement included: the accommodation in outline; a selection of photographs; its features; and details of an improvement made.
8. The Tribunal has not been provided with a copy of the tenancy agreement but understands the agricultural occupancy tenancy commenced on 22 January 2002.
9. To assist the Tribunal, Ms Woodfine Oram has provided three comparable lettings' properties in the range of £1,400 per calendar month to £1,500 per calendar month to which she has referred to reach her valuation of £1,400 per month, before adjustments in aggregate of £200 per month, to equal £1,200 per month and goes on to say '...significantly higher than the proposed £925 per month.'
10. Mrs Burton's Statement confirms the outline accommodation and features of the property summarised by Ms Woodfine Oram, save that neither carpets, nor

curtains, nor curtain poles were provided at the commencement of the tenancy. In addition, the off-street parking was “(built/maintained by tenant)” [sic].

11. Under ‘Improvements’, various works are outlined which the tenants have carried out, both internal and external. Under ‘Disrepair/Defects’, various items are listed similarly, which include a crack to the wall in the main bedroom and the kitchen cupboards have become displaced and showing signs of mould, for which corresponding photographs are provided.
12. Mrs Burton goes on to say there is no public transport within four miles, the property is up a farm drive, which is not maintained, and the bins have to be pushed/carried to the end of the drive for collection.
13. Mrs Burton does not give an assessment of the rental value but confirms that whereas the original tenancy agreement included water charges, these are now being paid for by the tenants. An invoice for a new carpet fitted in the sitting room dated 5 February 2024 is provided too.

Determination and Valuation

14. After reviewing the rental values of the comparable lettings’ properties given by Ms Woodfine Oram, and of its own expert, general knowledge of rental values in the area, the Tribunal determines that the market rent for the property in good tenable condition is £1,350 (One Thousand, Three Hundred and Fifty Pounds) Per Calendar Month.
15. Whereas at the commencement of the tenancy the landlord was responsible for the payment of the water charges, these are now being paid for by the tenants.
16. The tenants have carried out various works at the property which the Tribunal determines are the responsibility of the landlord. Similarly, the Tribunal determines the installation of a new wood-burner (as an integral part of the solid fuel central heating) in November 2022 is not an improvement, but a repair.
17. From the information and evidence given by the parties in their Statements, the property is in fair condition (the kitchen and bathroom equipment are dated and there are general wants of repair) and does not include all those features associated with a residential letting. Accordingly, the Tribunal has concluded adjustments are required to the market rent.
18. The Tribunal’s valuation is shown below:

Market rent in good condition (£ PCM)	£1,350
Less deductions (£ PCM) for:	
Tenants provision of White Goods	£30
Tenants provision of carpets and curtains	£50
Dated kitchen equipment	£150
Dated bathroom equipment	£100
General wants of repair	<u>£100</u>
	£430

Market rent (per calendar month) £920

19. 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 agricultural occupancy tenancy was £920 (Nine Hundred and Twenty Pounds) Per Calendar Month.
20. Whereas as the tenants say they moved into the property as an agricultural workers' tied cottage and now they pay for the water charges as an additional cost, they have made no representations that the proposed starting date for the new rent specified in the landlord's notice would cause them undue hardship.
21. Accordingly, the Tribunal directs that the new rent of £920 Per Calendar Month should take effect from 1 March 2025. This being the date specified in the landlord's notice proposing a new rent.

APPEAL PROVISIONS

These summary reasons are provided to give the parties an indication as to how the Tribunal made its decision. If either party wishes to appeal this decision, they should first make a request for full reasons and the details of how to appeal will be set out in the full reasons. Any request for full reasons should be made within a month. Any subsequent application for permission to appeal should be made on Form RP PTA.