



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

**Case Reference** : **CAM/22UB/MNR/2025/0654**

**Property** : **Mascot  
Windsor Road  
Bowers Gifford  
Essex  
SS13 2LH**

**Applicant Tenant** : **Lynette Brown**

**Representative** : **None**

**Respondent Landlords** : **Richard and Lisa Scates**

**Representative** : **Ms J Hardy  
Kew Law LLP**

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

**Tribunal Members** : **Mr I R Perry FRICS**

**Date of Inspection** : **None, determined on the papers**

**Date of Decision** : **1<sup>st</sup> July 2025**

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**DECISION**

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### **Summary of Decision**

1. On 1<sup>st</sup> July 2025 the Tribunal determined a market rent of £895 per month to take effect from 1<sup>st</sup> April 2025.

### **Background**

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlords' notice of increase of rent by the Tenant, pursuant to sections 13 and 14 Housing Act 1988.
3. On 20<sup>th</sup> February 2025 the Landlords' representative served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,400 per month, in place of the existing rent of £825 per month, to take effect from 1<sup>st</sup> April 2025. The notice complied with the legal requirements.
4. On 25<sup>th</sup> March 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988. In her application the Tenant specifically requested an inspection of the property and a hearing.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 4<sup>th</sup> April 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. Any such request to be made by 2<sup>nd</sup> May 2025. The parties were invited to make submissions which could include photographs or videos. These Directions were later revised on 24<sup>th</sup> April 2025.
7. Both Parties submitted papers which were copied to the other Party.
8. The Tribunal subsequently noted that the Tenant had specifically requested that an inspection should be made by the Tribunal and a hearing held.
9. Subsequently, on 3<sup>rd</sup> June 2025, the Tribunal listed the property to be inspected on 11<sup>th</sup> June 2025, where both parties would be expected to attend, with a video hearing to be held later that day.
10. On 6<sup>th</sup> June 2025 the Tenant objected to the Landlords inspecting the property with the Tribunal.
11. On 10<sup>th</sup> June the Landlords' representative contacted the Tribunal for an urgent adjournment of the hearing as the representative would be on annual leave and unable to attend a hearing. The representative confirmed that their client's would not object to the inspection taking place as planned on 11<sup>th</sup> June 2025 and stated that their client's did not wish to attend the inspection.

12. The inspection took place as planned on the morning of 11<sup>th</sup> June 2025 and the parties were informed that the hearing would be adjourned to a later date. The Tenant indicated that she could be available for a hearing in the afternoon of 1<sup>st</sup> July 2025. That date was then confirmed to both parties.
13. On 19<sup>th</sup> June 2025 the Tenant submitted a Case Management Application commenting on the Landlord's submission and conduct, concluding that she was now satisfied that the matter could proceed as a paper determination.
14. In response the Landlord's representative wrote to the Tribunal on June 30<sup>th</sup>, 2025, stating that their clients would not oppose the vacation of a hearing but only on the condition that the Tenant's response within the Case Management Application should be or dismissed.
15. These reasons address the key issues raised by the parties. They do not recite each point referred to either in submissions or during any hearing. 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 Inspection and the Property.**

- 16. The property was inspected on 11<sup>th</sup> June 2025 in the presence of Mrs Brown who was able to point to particular issues that she wished to bring to the Tribunals attention which she might later refer to at the hearing.
- 17. The property is a single storey dwelling which Mrs Brown stated was originally a disused railway carriage that has been built over and around to provide the present accommodation. The Tribunal was told that the original curved roof of the railway carriage is visible within the roof space.
- 18. The property is about 3 miles east of the centre of Basildon, faces south at the front and is in a road of mixed mainly residential property.
- 19. The accommodation includes a hall which gives direct access to 3 separate rooms to be used as living rooms or bedrooms. There is a fourth smaller room on the left side of the property as viewed from the road, accessed through one of the main rooms. In addition, there is a bathroom and kitchen which opens into a rear conservatory which is now used as an extended kitchen.

20. The building is of non-standard construction with a part pitched roof covered in tiles and part flat roof.
21. On inspection the first room on the right, which is not used at present, shows severe damp and excessive black mould growth. The wall behind the radiator is crumbling.
22. The second room to the right rear side shows excessive damp and mould growth. Part of a cornice is damaged and appears to show exposed asbestos.
23. The front left room has a marked floor where black mould has been cleared.
24. At the rear of the hall there is a small store cupboard with bare concrete block walls.
25. The units within the original kitchen are in poor condition. The gas boiler is said to be beyond use. A rear lobby with bare concrete floor leads to a bathroom with WC. The Tenant stated that she fitted the existing bathroom suite and electric shower. The bathroom window does not close.
26. Beyond the kitchen is a conservatory with Perspex roof that is used as the main kitchen. The Tenant states that she provided the conservatory.
27. The building stands in extensive grounds, said to be about 1 acre, which contain several additional buildings including a log cabin used as a garden room or additional bedroom, a caravan, and a music studio. These are all provided by the Tenant.
28. Within the grounds there is an old double 'Marley' style garage and in the front garden a shipping container said to be provided by the Landlords to provide dry storage for some of the Tenant's belongings pending work to the inside of the property. There is parking for many vehicles.
29. The Tenant has maintained the internal decorations but there is evidence of black mould growth throughout. The Tribunal was informed that the gas boiler does not function so there is no heating.
30. Most windows are double glazed, but many of the glass panels have 'blown' and the electrical wiring system is in poor condition, seemingly unsafe in many respects.
31. The Energy Performance Rating is 'E'.
32. In her application the Tenant refers to the marshy nature of the land. The inspection took place during a protracted clear spell of weather.

### **Submissions**

33. The initial tenancy began in May 2005 at a rent of £750 per month. This was increased in 2007 to the present rent of £825 per month.
34. In her Reply Form to the Tribunal dated 23<sup>rd</sup> May 2025 the Tenant provides a room-by-room description of the property including many faults. This includes

internal damp which has caused black mould throughout the property damaging furniture and effects, defective kitchen and bathroom fittings, inadequate hot water supply, Artex ceilings containing asbestos and defective electrical wiring system described within an Electrical Inspection Condition report as having more than 50 faults. Outbuildings are in very poor condition.

35. An inspection report from C Wells Plumbing and Heating dated 23<sup>rd</sup> June 2020 recommends that the gas boiler be replaced.
36. The Tenant estimates she has spent some £22,000 on improvements and repairs. Improvements include: - building a conservatory, replacing kitchen and bathroom fittings, providing an electric shower, building a Log Cabin and decking and replacing fencing.
37. The Tenant provides carpets, curtains and white goods.
38. The Landlord's Reply Form states that the property has double glazing and central heating and included an Asbestos survey report which describes the asbestos at the property as being low risk.
39. The Landlord's Reply Form refers to good road communication, includes reference to several comparable properties in the area that are let with asking rents from £1,400 to £1,600 per month.
40. Photographs were supplied to support the Reply Statements from both parties.
41. The Landlords supplied a valuation report prepared by Laurence Cox MRICS of Hair & Son dated 6<sup>th</sup> May 2025 based on an inspection on 30<sup>th</sup> April 2025.
42. Within the report the surveyor states that access to the roof space was not possible due to the presence of asbestos, that the heating system was not working, that the property is on a poor state of condition and repair, that it suffers from extensive condensation and black mould and that the kitchen and bathroom need upgrading.
43. In conclusion Mr Cox states that subject to works required to be able to let the property the estimated market rent would be £1,200 per month.

### **The Hearing**

44. A remote hearing was held at 2.00 pm on Wednesday 1<sup>st</sup> July 2025 using the Tribunals CVP electronic system.
45. Both parties were only connected by telephone.
46. The parties were reminded that the issue at hand was limited to an assessment of a market rent in accordance with sections 13 and 14 of the Housing Act 1988.
47. The Tenant was informed that the extraneous comments in her Case Management Application correspondence could not be considered or determined by the Tribunal. The Tribunal was solely focussed on an assessment of the rent.

48. Mrs Brown confirmed that she was content to proceed on the basis of all that she had already submitted.
49. Ms Hardy, for the Landlords, accepted that the issues raised within the Case Management Application would not be considered in assessing the rent and she too was content that the Tribunal now make its decision based on the relevant evidence already provided.

### **Consideration and Valuation**

50. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the inspection and hearing with the parties only connected by telephone. Having inspected the property and considered the papers it decided that it could do so.
51. 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. The personal circumstances of the Parties are not relevant to this issue.
52. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values around Basildon, 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 £1,800 per month. This takes into account the location and size of the plot but excludes the various outbuildings constructed or owned by the Tenant.
53. Such an open market letting would be for a tenantable property in good order with the Landlords responsible for repairs and internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlords.
54. From the evidence provided and the inspection the Tribunal determines that the property is in very poor condition and the Tenant has made a number of improvements which are to be discounted in arriving at a market rent.
55. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Tenant's provision of flooring and curtains	£40
Tenant's provision of Conservatory	£40
Tenant's provision of kitchen fittings	£100
Tenant's provision of bathroom fittings	£50
Tenant's provision of electric shower	£20
Tenant's provision of decking and fencing	£50
Defective electrical wiring	£100
Poor EPC Rating	£50
Inadequate hot water supply	£75
Lack of heating	£150
Extensive damp and associated black mould	£150

Artex ceilings with Asbestos	<u>£50</u>
TOTAL deduction per month	£905

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

### **Determination**

57. 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 £895 per month.
58. The Tribunal directed that the new rent of £895 per month should take effect from 1<sup>st</sup> April 2025 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](mailto: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.



# Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

**Address of Premises**

Mascot  
Windsor Road  
Bowers Gifford  
Essex  
SS13 2LH

**The Tribunal members were**

Mr I Perry BSc FRICS

**Landlord**

Richard and Lisa Scates

**Address**

The Hoathley  
Windsor Road  
Bowers Gifford  
Essex  
SS13 2LH

**Tenant**

Mrs Lynette Brown

1. The rent is:£

£895

Per

Month

(excluding water rates and council  
tax but including any amounts in  
paras 3)

2. The date the decision takes effect is:

1<sup>st</sup> April 2025

\*3. The amount included for services is/is  
negligible/not applicable

n/a

Per

n/a

\*4. Service charges are not included

5. Date assured tenancy commenced

1<sup>st</sup> June 2006

6. Length of the term or rental period

Monthly

7. Allocation of liability for repairs

Landlord

8. Furniture provided by landlord or superior landlord

9. Description of premises

Detached single storey dwelling of 4 rooms plus kitchen and bathroom. Approx 1 acre of land with outbuildings

Chairman

Mr I Perry BSc  
FRICS

Date of Decision

1<sup>st</sup> July 2025