



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

**Case Reference** : **CAM/22UF/F77/2025/0016  
P:PAPERREMOTE**

**Property** : **4 Small Shoes Hill Mashbury  
Chelmsford CM1 4TQ**

**Applicant** : **Mrs J Colvin**

**Respondent** : **CCC Property**

**Date of Application** : **18 March 2025**

**Type of Application** : **Determination of the registered rent  
under Section 70 Rent Act 1977**

**Tribunal** : **Mrs E Flint FRICS**

**Date and venue of  
Hearing** : **2 July 2025  
remote on the papers after an  
inspection**

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**DECISION**

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This has been a hearing on the papers which has not been objected to by the parties. A face to face hearing was not held because, no-one requested the same and I determined that the matter could be dealt with on the papers. The documents which I was referred to were in a bundle the contents of which I have recorded.

The registered rent with effect from 2 July 2025 is £630 per month.

## **Background**

1. On 10 January 2025 the landlord applied to the rent officer for registration of a fair rent of £700 per month for the above property.
2. The registered rent at the date of the application was £614 per month which had been registered by the rent officer on 30 November 2022 with effect from the same date.
3. On 26 February 2025, the rent officer registered a fair rent of £655 per month with effect from the same date.
4. The landlord objected to the registered rent on 18 March 2025.
5. The tribunal issued Directions on 10 April 2025. Written representations were received from both the landlord and the tenant.

## **The Inspection**

6. I inspected on the morning of 2 July after a long period of hot dry weather, there was a short shower during the inspection. The property is a semi detached house built in 1898 with a flat roofed single storey extension to the side and rear of the house, c1960. The house is situated in a rural area, approximately seven miles from Chelmsford and eleven miles from Ongar.
7. The original front door was bricked up many years ago, consequently the only entrance to the house is via the porch in the rear part of the extension. Externally the property is in only fair condition: the soffits and several areas of pointing require attention. The concrete path leading through the front garden, continuing past the side of the house to the entrance at the rear is cracked and has sunk in many places and is in poor condition. The windows are PVCu double glazed units.
8. The accommodation comprises on the ground floor one room, kitchen and bathroom/wc, and on the first floor three rooms. The bathroom/wc was installed when the extension was built, the enamel on the bath is worn, the towel rail does not heat up. The kitchen is essentially an uneven brick floored room with a Belfast sink in the corner with exposed pipework serving the taps. There is a 1950's tiled fireplace with a number of missing tiles, an original low height built in cupboard to the left of the fireplace and a larder cupboard with window in the flank wall. There are no kitchen units or worktops, the drainer had been provided by the tenant. The bathroom is approached via a lobby off the kitchen. At the time of the inspection water was dripping from the ceiling at the junction of the flank wall of the original structure and the extension. A door from the kitchen leads into the small living room at the front which is heated by the tenant's woodburner,
9. There are three rooms on the first floor approached via a steep staircase off the living room. The front room is a good sized double

bedroom, the two rear rooms are single bedrooms. The tenant has a three quarter bed in the smaller of the rear rooms which effectively fills the room leaving no space for any other furniture.

10. There is blown plaster in a number of places on the flank wall, several areas of ceiling plaster are badly cracked. There has been no making good after rewiring some years ago consequently there are areas of missing plaster near electric sockets and at a low level in line with the light switches.

### **The Evidence**

11. The landlord was of the opinion that the rent was not reflective of rental values as evidenced by “The Best Price Guide” in which there were several properties within rural locations at rents from £2,000 to £1450 per month. He stated that average rentals within the same postcode were £1395 per month.
12. The tenant referred to the responsibility of having the septic tank emptied and serviced, a water leak above the living room window, and leaking gutters which had not been fully repaired. In her submissions to the rent officer, she noted issues with some windows, woodworm and that the heated towel rail was not working. She stated that the rent for the house next door was £820 per month, it was modernised with central heating and the landlord paid for the maintenance and emptying of the septic tank.

### **The Law**

13. When determining a fair rent I, in accordance with section 70 of the Rent Act 1977, must have regard to all the circumstances including the age, location and state of repair of the property. I also must disregard the effect of any relevant tenant’s improvements and the effect of any disrepair or any other defect attributable to the tenant or any predecessor in title under the regulated tenancy, on the rental value of the property. I am unable to take into account the tenant’s personal circumstances when assessing the fair rent.
14. In *Spath Holme Ltd v Chairman of the Greater Manchester etc Committee* (1995) 28 HLR 107 and *Curtis v London Rent Assessment Committee* (1999) QB 92 the Court of appeal emphasised:

That ordinarily a fair rent is the market rent for the property discounted for scarcity i.e. that element, if any, of the market rent, that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms to that of a regulated tenancy, and

That for the purposes of determining the market rent, assured tenancy market rents are usually appropriate comparables; adjusted as necessary to reflect any relevant differences between the comparables and the subject property.

## **Valuation**

15. In the first instance I determined what rent the landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition and on the terms considered usual for such an open market letting. I relied on the evidence provided by the parties and my own general knowledge of rents within the rural areas of Chelmsford and concluded that if the house were in the condition usually found on the open market it would let for £1400 per month.
16. However, it was first necessary to adjust the hypothetical rent of £1400 per week to allow for the differences between the terms and condition considered usual for such a letting and the condition of the actual property at the valuation date, ignoring any tenant's improvements, (disregarding the effect of any disrepair or other defect attributable to the tenant or any predecessor in title). I determined that the hypothetical rent should be reduced by £700 to reflect the disrepair, cost of emptying and maintaining the septic tank, no central heating, lack of modernisation, floor coverings, curtains and white goods and difference in terms and conditions.
17. This leaves an adjusted market rent for the subject property of £700 per month. I am of the opinion that there is substantial scarcity for similar sized properties in the commuter belt of Essex and Hertfordshire and therefore made a deduction of 10% for scarcity. The uncapped fair rent is £630 per month.
18. The fair rent is the maximum rent the landlord may charge.

## **Decision**

19. The uncapped fair rent initially determined for the purposes of section 70, is below the maximum fair rent of £721.50 per month calculated under the Rent Acts (Maximum Fair Rent) Order 1999. Therefore, the rent will not be capped under the provisions of the Order.
20. Accordingly, the sum of £630 per month will be registered as the fair rent with effect from 2 July 2025 being the date of my decision.

*Chairman: Evelyn Flint*

Dated: 2 July 2025

## **ANNEX - 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 should be made

on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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. Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.

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

