



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

**Case Reference** : **CAM/00MG/MNR/2024/0605**

**HMCTS** : **Paper**

**Property** : **39 North Street, Bletchley, Milton Keynes MK2  
2PZ**

**Applicant (Tenant)** : **Danielle Welch**

**Respondent (Landlord):** **Vivien Parker**

**Type of Application** : **Determination of a market rent under  
Section 13 of the Housing Act 1988**

**Tribunal Members** : **Judge JR Morris  
Miss M Krisko BSc (Est Man) BA FRICS**

**Date of Decision** : **19<sup>th</sup> December 2024**

---

**DECISION**

---

© CROWN COPYRIGHT 2024

**DECISION**

1. The Tribunal determined that a market rent for the Property in its present condition is £950.00 per calendar month to take effect from 6<sup>th</sup> November 2024.

**REASONS**

**PROPERTY DESCRIPTION**

2. The Property is a two-storey mid-terraced house in a row of 4 houses of brick to the lower courses to ground floor sill level and rendered elevations above to the front and rear under a pitched tile roof, probably constructed in the 1950s. There is a front porch of brick with a pitched tile roof. The front and back doors are upvc. There are double glazed replacement windows. The fascias and soffits are upvc as are the rainwater goods. The area in front of the house is block paved providing off street parking for two vehicles. There is a pedestrian side access to the garden at the rear shared with the next-door property. The garden is enclosed by a timber fence.

### Accommodation

The Property comprises, on the ground floor, an entrance hall with stairs rising to the first-floor landing, a living room and a kitchen/diner. On the first floor there is a landing off which are two bedrooms, one a large double bedroom and the other a smaller double bedroom, and a bathroom with an over bath shower, sink and w.c..

### Services

Space and water heating is by a gas fired central heating system. The Property has mains electricity, gas, water, and drainage.

### Furnishing

The Property is let unfurnished. Floorcoverings are provided by the Landlord which are laminate to the ground floor, tile in the kitchen/diner, vinyl in the bathroom and fitted carpets on the stairs and landing and in the bedroom. The curtains are the Tenant's. The Landlord has provided a cooker, fridge and freezer, other white goods are provided by the Tenant.

### Location

The Property is situated in a residential area next to an industrial estate in Bletchley. The terrace is adjacent large commercial premises occupied by a recycling company. A railway track passes nearby. Bletchley is a suburb of Milton Keynes where there is a range of amenities.

## **THE TENANCY**

3. The Tenancy commenced as a contractual monthly periodic Assured Shorthold Tenancy on 6<sup>th</sup> January 2018 for a period of 12 months at a rent of £750.00 per calendar month and continued thereafter as a statutory tenancy on the same terms. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations. There is a provision in the Tenancy which states that the Council Tax is paid to the Landlord.

## **THE REFERRAL**

4. The current rent is £750.00 per calendar month. By a notice in the prescribed form dated 14<sup>th</sup> September 2024 the Landlord proposed a new rent of £1,380.00 per calendar month from 6<sup>th</sup> November 2024.
5. On 24<sup>th</sup> September 2024 the Tenant referred the notice proposing a new rent to the Tribunal. Directions were issued on 14<sup>th</sup> October 2024 informing the parties that the Tribunal did not intend to hold an oral hearing unless a request was made by 11<sup>th</sup> November 2024. Neither party made a request for a hearing. The Parties completed the Reply Form attached to the Directions. An inspection took place on 19<sup>th</sup> December 2024.

## **THE LAW**

6. The relevant law is in section 14 of the Housing Act 1988 which is summarised below.
7. 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
8. 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.
9. Nothing in section 14 affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

## **CONDITION**

10. The Tribunal inspected the Property on 19<sup>th</sup> December 2024 accompanied by the Tenant's parents. The Tribunal found the property to be as described above. As to its condition the Tribunal found as follows:
11. Externally, the Property is in generally fair condition. The rainwater downpipes are in poor condition with holes. The soil pipe seal has become displaced. A section of the garden fence has fallen. There was evidence that pest infestation control measures were being taken.
12. Internally, the Tribunal found that:
- The kitchen and bathroom are dated there is no extractor fan in either. The kitchen unit doors are in poor condition.
  - The double-glazed windows are dated and some do not fit tightly. Some of the window latches are broken or missing. The small kitchen window is single glazed.
  - The latches on the front and back doors do not engage without locking and require adjusting. The front door is damaged.

## **REPRESENTATIONS**

13. The Tenant commented that no maintenance had taken place for 6 years. The windows and doors were draughty and submitted that they should be renewed. It was added that the kitchen and bathroom required refurbishment and that there was mould growth in the bathroom, main bedroom, and porch.
14. The Landlord made no comment.

## **DETERMINATION**

15. 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. The Tribunal does not take into account the present rent or the period of

time for which that rent has been charged, nor does it take into account the percentage increase which the proposed rent represents to the existing rent.

16. The Tribunal only has jurisdiction to determine the rent. The Tribunal cannot take into account the personal circumstances of either a tenant or landlord. Therefore, the Tribunal cannot consider either the affordability of the rent for a particular tenant nor whether the rent reflects a rise in interest rates and its effect on an individual landlord's mortgage repayments.
17. Neither party submitted evidence of the rental values of properties comparable to the Property. The Tribunal therefore applied the knowledge and experience of its members to determine a market rent for the Property considering rental values for comparable properties in the locality in particular. Taking into account its location, age, condition and state of repair the Tribunal determined a rent of £950.00 per calendar month.
18. Therefore, the Tribunal determined that a market rent for the Property in its present condition is **£950.00 per calendar month to take effect from 6<sup>th</sup> November 2024.**

### **Judge JR Morris**

**Caution:** The Tribunal inspected the Property for the purposes of reaching this decision. The inspection was not a structural survey and any comments about the condition of the Property in this statement must not be relied upon as a guide to the structural or other condition of the property.

### **APPENDIX - RIGHTS OF APPEAL**

1. If a party wishes to appeal the 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.
2. 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.
3. 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.
4. 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.