



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

Case Reference : **CAM/00MX/MNR/2025/0711
P:PAPERREMOTE**

Property : **The Old Vicarage Church Lane West
Wycombe Bucks HP14 3AH**

Tenant : **Miss C Lashley and Mr L Stead**

Landlord : **National Trust**

Date of Application : **5 July 2025**

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

Tribunal : **Mrs E Flint FRICS**

Date of Hearing : **29 September 2025 remote on the
papers**

DECISION

The Tribunal determines a rent of £2250 per calendar month with effect from 5 August 2025.

REASONS

Background

1. On 26 June 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2450 per month in place of the existing rent of £2250 per month to take effect from 5 August 2025.
2. On 5 July 2025, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

Inspection

3. I did not inspect the property because no one requested an inspection, a floor plan and photographs were provided by the landlord. I was of the opinion that an inspection was not necessary in view of the information provided by the parties. In accordance with the Directions issued on 29 July 2025 I viewed the locality on streetview.

Evidence

6. The landlord described the house which was built c1550, as having on the ground floor a living room, dining room, study, kitchen, store and two utility rooms and on the first floor three double bedrooms, one single bedroom with dressing area off, a family bathroom/wc and an ensuite bathroom/wc. The house has oil fired central heating, secondary glazing and was refurbished in 2017. This information was supplemented by a floor plan and photographs showing the accommodation and garden and a copy of the EPC rating of E.
7. The landlord referred to the asking rents of seven four bedroom detached houses at asking rents of £2,350 to £3,400 per month.
8. The tenant stated that there were items of disrepair to the rear of the property and external decorations outstanding. It was expensive to heat the property, the extractor in the bathroom was ineffective. Average rents to the west of High Wycombe for similar sized properties were £2250 per month.

Determination and Valuation

11. I have relied on the market evidence provided by the parties. I am of the opinion that the open market rent of the property was £2250 per month. I have taken into account that the landlord's comparables are mainly modern houses, most were described as having four double bedrooms those at higher asking rents had been marketed for a considerable period of time. The cost of heating this property by comparison with those modern houses referred to

would be considerable, the EPC rating of 39 only just comes within the E category.

Decision

12. I therefore determined that 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 was £2250 per month.

13. I direct the new rent of £2250 per month to take effect on 5 August 2025 in accordance with the date in the landlord's notice.

Chairman: E Flint

Date: 29 September 2025

ANNEX - RIGHTS OF APPEAL

- I. 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>
- II. 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.
- III. 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.
- IV. 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.

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the

committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 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 of the dwelling-house concerned or are payable under separate agreements....

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

First-tier Tribunal – Property Chamber

**CAM/00MX/MNR/2025/
0711**

**Notice of the Tribunal Decision and
Register of Rents under Assured Periodic Tenancies
(Section 14 Determination or Section 22 Determination)**

Housing Act 1988 Section 14

Address of Premises The Tribunal members were

**The Old Vicarage Church
Lane West Wycombe HO14
3AH**

Mrs E Flint FRICS

Landlord

National Trust

Address

**National Trust Office Hughenden Manor
Hughenden HP14 3AH**

Tenant

Miss C Lashley and Mr L Stead

**1. The rent
is:**

2250

Per

month

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

2. The date the decision takes effect is:

5 August 2025

***3. The amount included for services
is**

not applicable

Per

***4. Service charges are variable and are not included**

5. Date assured tenancy commenced

5 January 2019

6. Length of the term or rental period

monthly

7. Allocation of liability for repairs

As per agreement

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

Detached house c1550 comprising seven rooms, kitchen, 2 bathroom/wc, utility room

Chairman

E Flint

**Date of
Decision**

**29 September
2025**