

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

Case Reference : **CAM/34UD/MNR/2025/0686**

Property : **28 Midland Road
Higham Ferrers
Northants
NN10 8DN**

Applicant Tenant : **Jonathan Duckworth**

Representative : **None**

Respondent Landlords : **Paul & Rebecca Manketlow**

Representative : **None**

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 : **12th August 2025**

DECISION

Summary of Decision

1. On 12th August 2025 the Tribunal determined a market rent of £1,100.00 per month to take effect from 20th June 2025.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 21st April 2025 the Landlords served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,150 per month, in place of the existing rent of £950 per month, to take effect from 20th May 2025.
4. On 21st May 2025 the Landlords served a second notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,150 per month, in place of the existing rent of £950 per month, to take effect from 20th June 2025.
5. On 17th May 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988. This was in response to the first notice dated 21st April 2025.
6. The original tenancy agreement was dated 19th January 2021 for a term of 12 months commencing 20th January 2021.
7. No explanation is provided as to why a second notice was served by the Landlords although there was no guidance notes attached to the initial notice provided to the Tribunal.
8. 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.
9. On 12th June 2025 the Tribunal issued Directions informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
10. The Landlords submitted papers on 24th July 2025 "plus photos of houses in area".
11. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 12th August 2025 based on the written representations received.
12. The Tenant objects that the submission from the Landlords was late by 2 days. The Tribunal considered whether this should invalidate the case and whether the Landlord's submission should be ruled out.

13. These reasons address **in summary form** the key issues raised by the parties. They do not recite each and every 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 Property

- 14. From the information given in the papers and available on the internet the property is a modern 3-storey terraced house with accommodation including a living room, kitchen, 3 bedrooms, bathroom, WC and ensuite. There is a garage, off-street parking and garden.
- 15. The property is situated on the northern side of Rushden. The Energy Performance Rating is 'C'. The property has central heating and double-glazed windows. Carpets and curtains are provided by the Landlords.

Submissions

- 16. The initial tenancy began on 20th January 2021 at a rent of £900 per month.
- 17. The Tenant's submission states that there several repair issues including stained ceilings from historic water leaks, a defective window, some damaged plaster and damp in the en-suite, an external power point which trips out regularly and damaged decking which has caused injury on 2 occasions in the past.
- 18. The Tenant provided a copy email to the Landlords dated 4th June 2025 listing these issues and photographs. The Tribunal was also provided with a reply to the Tenant from the Landlords later that same day.
- 19. The Landlords provide a list of similar properties with asking rents ranging from £1,150 per month to £1,250 per month, but no evidence of lettings agreed, and informed the Tribunal on 26th July 2025 that the defective window had been replaced.

Consideration and Valuation

- 20. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
- 21. The Tribunal also considered whether the submission from the Landlords, which was 2 days late, should be excluded. The Tribunal did not consider that the

Tenant's case had been jeopardised nor that the Tenant had been placed at a disadvantage by this short delay and that it was in the best interest of the Parties for the Tribunal to assess a new rent.

22. Once an application is received 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.
23. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Rushden, 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 £1,250 per month.
24. Such an open market letting would be for a tenantable property in good order with the Landlords responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlords.
25. In this case the Tribunal finds that the decking as evidenced in the photographs is in a dangerous condition and there are several general wants of repair as listed by the Tenant.
26. Accordingly, the Tribunal determines that full open market rent should be adjusted as follows.

General wants of repair	£50
Defective decking	£100
	—————
TOTAL DEDUCTIONS PER MONTH	£150

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

Determination

28. 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 £1,100 per month.
29. The Tribunal directed that the new rent of £1,100 per month should take effect from 20th June 2025, this being the date specified in the second 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 rpcsouthern@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.