



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

Case Reference : **CAM/26UF/MNR/2025/0742**

Property : **46 Blackhorse Lane Hitchin
Hertfordshire SG4 9EN**

Tenant : **Miss Jenny Havill and Mr Steven
Hastings**

Landlord : **Mr Paresh Mistry**

Type of Application : **Section 13 Housing Act 1988**

Tribunal Member : **Mrs E Flint FRICS**

**Date and venue of
Consideration** : **8 December 2025
Remote on the papers**

DECISION

**The Tribunal determines a rent of £2100 per calendar month with
effect from 25 August 2025**

Background

1. On 16 July 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2150 in place of the existing rent of £2000 per month to take effect from 25 August 2025
2. 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.

Evidence

3. The tenant stated that the property, a three bedroom detached house situated on a 1970's estate is particularly unattractive. It is dated internally. Some of the wall tiles have fallen off in the bathroom, there has been a leak in the wc, mould collects on the window frames in the living room. The kitchen is small for a family home, the bath panel is damaged, the garden is on a slope. There have been a number of repairing issues which the landlord has not dealt with promptly.
4. A property nearby on a large corner plot on Foster Drive is available for £2000 per month. The house is a little smaller, more up to date and has a good size kitchen. The tenant referred to several other three bedroom detached properties in a number of locations where the rents ranged from £1750 - £1850 plus a smaller house in Grange Close where the rent was £1400 per month.
5. The landlord confirmed that the area had very few rental properties. He had not been made aware of any disrepair. He had recently installed a new gas boiler, shower and shower screen. He referred to several properties which he stated were a short distance away but in less desirable areas where three bedroom detached houses achieved rents of £1900 - £2300 per month. A detached three bedroom house on Fairfield Park was available for £2000 and a four bedroom detached house for £2150 per month.

Determination and Valuation

6. I have relied on the comparable evidence provided by the parties and my own expert, general knowledge of rental values in and around Hitchin.
7. I am of the opinion that the open market rent for the subject property is £2100 per month to reflect the somewhat dated fixtures and fittings.

Decision

11. 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 £2100 per calendar month.
9. I direct the new rent of £2100 to take effect on 25 August 2025 the effective date in the Landlord's Notice of Increase.

Chairman: E Flint

Date: 8 December 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 to 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