



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

Case Reference : **CAM/34UH/MNR/2025/0600**

HMCTS : **Inspection & CVP Hearing**

Property : **4 Mannock Road, Wellingborough, NN8 2BL**

Applicants (Tenants) : **Marta Tasi & Andor Soki**

Respondent (Landlord): **Peter Juhasz-Nagy**

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

Tribunal Members : **Judge JR Morris
Ms A Flynn MRICS**

Date of Decision : **26 March 2025**

DECISION

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DECISION

1. The Tribunal determined that a market rent for the Property is **£825.00 per calendar month to take effect from 21 March 2025.**

REASONS

PROPERTY DESCRIPTION

2. The Property is a three-bedroom two storey end of terrace house of brick with the front gabled wall being rendered under a pitched tile roof, probably constructed in the mid-20th century. The Property has upvc double glazed windows and doors and upvc rain water goods. There is off-street parking for 2 or 3 cars. To the side of the Property there is a covered walkway giving access from the garden and hardstanding at the front to the garden at the rear which has a grassed area, patio and timber shed.

Accommodation

The Property comprises (as described factually by the Landlord; the condition is described below),

On the ground floor:

- Entrance porch to a hall with stairs rising to the first floor;
- Living room (15' 7" into bay x 12' 9" into chimney breast recess; 4.75m x 3.89m), which has a bay window to the front, marble effect fire surround and matching marble effect hearth and fascia with coal effect gas fire, TV point, wood laminate floor, tongued and grooved wall panelling to the chimney breast and alcoves, understairs storage cupboard and obscure glazed door to the kitchen;
- Kitchen (16' 2" x 8' 4"; 4.93m x 2.54m including the area occupied by the kitchen units) which has one and a half bowl single drainer stainless steel sink unit with cupboards under, a mixer tap, range of base units with worktop over, eye level wall units, tiled splash back, space for a cooker with circulating cooker hood over, plumbing for a washing machine, space for a fridge/freezer, radiator, gas fired boiler and glazed double doors to the conservatory;
- Conservatory glazed above dwarf walls to two sides;
- Bathroom is off the conservatory with white suite comprising jacuzzi bath with mixer shower attachment, pedestal wash hand basin, w.c. shower area with electric shower tiled splash area towel radiator, obscure window.

On the first floor

- Bedroom 1 (16' 4" x 10' 0"; 4.98m x 3.05m) window to front, radiator, wood effect laminate floor;
- Bedroom 2 (11' 10" x 8' 2"; 3.61m x 2.49m) window to front, radiator, wood effect laminate floor;
- Bedroom 3 (8' 5" x 7' 11"; 2.57m x 2.41m) window to front, radiator, wood effect laminate floor.

Outside there is a garage of concrete sectional construction with metal up and over door (19' x 8') parallel to which is a store/workshop 19' tapering in width.

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. White goods and carpets are not provided.

Location

The Property is situated in a residential area of Wellingborough.

THE TENANCY

3. The Tenancy dated 1 May 2021 commenced as a contractual monthly periodic Assured Shorthold Tenancy on 21 August 2021 continuing year to year at a rent of £750.00 per calendar month. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

THE REFERRAL

4. The current rent is £750.00 per calendar month. By a notice in the prescribed form dated 7 December 2024 the Landlord proposed a new rent of £1,250.00 per calendar month from 21 March 2025.

5. On 10 December 2024 the Tenant referred the notice proposing a new rent to the Tribunal. Directions were issued on 6 January 2025. An inspection and oral hearing were requested which took place on 26 March 2025. The Landlord completed the Reply Form and the details of the Property are set out above.

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).
10. By virtue of section 14 (7) Housing Act 1988 Unless otherwise agreed between the Landlord and the Tenant the new rent shall take effect from the new period specified in the notice, if it appears to the 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.

CONDITION

11. The Tribunal inspected the Property on 26 March 2025 accompanied by the Tenants.
12. Externally, the Property is in fair condition although the render has some cracking and needs redecoration. The felt roof of the porch was showing signs of wear and internally there were signs of water ingress.
13. Internally, the Tribunal found as follows:
 - Porch
Signs of water staining due to ingress of water.
 - Living Room
There were signs of water staining on the external wall around the bay window indicating damp, probably condensation. The casement window

catches were defective preventing the windows from regular use and likely to be draughty. There were droplets of water between the glass of several pains indicating that the seal had failed compromising the insulation properties. The gas fire was not in operation having failed a gas test.

Kitchen

The kitchen had modern units and worktop. The extractor fan of the cooker hood did not operate. The extractor fan in the window over the sink unit had to be plugged into a socket to operate the flex for which was not long enough to allow the fan to be operated safely. The cooker, washing machine and fridge freezer were the Tenants'. The window seal had failed compromising the insulation properties. Several of the kitchen sockets do not work and one is set into the worktop.

Sun Room

The external door is damaged and the roof leaks.

Bathroom

The kitchen had a modern bath with tap shower unit, wash hand basin and w.c.. There was also a shower unit with an electric shower but this was defective and could not be used. The shower cubicle floor is lifting at the edges. Some of the tiles were cracked.

Bedroom 1 (Front), Bedroom 2 (Front) & Bedroom 3 (Rear)

The casement window catches were defective preventing the windows from regular use and likely to be draughty. There were droplets of water between the glass of several pains indicating that the seal had failed compromising the insulation properties.

14. In addition, the Tribunal found that
 - Several of the electric sockets did not work.
 - There were some minor cracks to the ceilings.
15. The Tenants said that mould formed in patches on the walls. This was not apparent at the inspection because it had been cleaned off, but reference was made to it in the Surveyor's Report (see below). It is likely that this is due to condensation resulting from lack of heating in the living room, lack of ventilation due to the inoperable casement windows and lack of insulation due to the defective seals on the windows. The Tribunal noted the presence of a dehumidifier in the room and several silica moisture absorbers.
16. The Tenants said that they had made improvements to the garden and it appeared well kept. Although reference was made to a rat infestation in the written representations no evidence of this was found on the day of inspection.

REPRESENTATIONS

17. A Hearing was held on 26 March after the Inspection. The following issues were considered.

Tenant's Representations re Condition

18. The Tenants provided the following documents:

Notice of Possession Order

The Landlord claimed possession of the Property on 24 February 2023 under section 21 of the Housing Act 1988 and a Notice was served on 20 March 2023.

General Form of Judgement

The Landlord's claim for possession was struck out on 17 May 2023 by an order dated 3 June 2023 for non-compliance with requirements regarding deposit and safety certificates.

These documents are not relevant to the determination of rent and are not considered by the Tribunal.

19. The Tenants also provided the following documents together with photographs with reference to the condition of the Property:

Surveyor's Report dated 26 January 2024

The purpose of the report was to aid the Court in coming to a decision on a claim for compensation and specific performance against the Landlord of the property for breaches of obligations under sections 9A-10 of the Landlord & Tenant Act 1985 as amended by Homes (Fitness for Human Habitation) Act 2018, Section 11 of the Landlord and Tenant Act 1985; Section 4 of the Defective Premises Act 1972 and, where supplied, express repairing obligations in the tenancy agreement. The Surveyor stated that there was no record of an Electrical Installation Condition Report (EICR) having been undertaken in the last 5 years. The Tribunal's inspection identified the same issues regarding condition as were noted in the Surveyor's Report.

Email from North Northamptonshire Council dated 29 May 2024

The email identified a lack of maintenance to windows concerning the operation of catches, openers and poor sealing and the absence of a working fixed heating appliance in the main living room. Poor condition of electrical sockets in the kitchen was also mentioned. The Tribunal's inspection identified the same issues.

Additional Photographic Evidence with Commentary

The Tenants said that the Landlord retains sole access to the workshop and half of the garage is occupied by the Landlord's belongings, the garden shed is also filled with items belonging to the Landlord. The Tenants added that there was no agreement between the Tenants and the Landlord allowing him to store items in or around the Property. The Garage and porch were said to leak (photographs were provided). Reference was also made to the living room windows, the gas fire, the kitchen sockets, the electric shower, and the floor of the shower. The Tenants said that they had made improvements to the garden.

Reply Form

The Tenant's completed the Reply Form attached to the Directions referring to matters that have already been mentioned above.

20. Reference was made to the Gas Safety Certificates, Deposit Protection Scheme, and the Energy Performance Certificate. The enforcement of these matters is not within the Tribunal's jurisdiction. The Tribunal noted that the gas fire in the living room was not operating and that the shower and several electrical sockets were also not operating.
21. At the hearing the Tenants referred to and confirmed their written representations. The Tenants said that they had access to both the shed and the garage but the Landlord's possessions were stored there. They disputed that there was just gardening equipment in the shed and said there was electrical cable and similar

items. They added that they had divided the garage in half putting all the Landlord's items at the back of the shed. They said they could not just dispose of these.

Landlord's Representations re Condition

22. The Landlord completed the Reply Form attached to the Directions setting out the sizes and factual description of the Property which is referred to above. The Landlord said it had been agreed that the use of the garage and workshop was shared.
- 36 At the hearing the Landlord confirmed his contention that it was agreed the garage and shed were to be shared. He said that there was only gardening equipment in the shed. If there were other things in the garage and shed the Tenants could just dispose of them.
23. He said the extractor in the kitchen window did work and he had done some repairs. He said he accepted that repairs were needed but he did not have the funds to carry out this work without an increase in rent. He said costs had risen including his mortgage and the rent had been below the market level for some time and referred the Tribunal to the rental values of properties he had submitted.

Tenant's Representations re Comparable Properties

24. The Tenants provided the following rental values of properties which they said were comparable to the Property as follows:
- Oakway, Wellingborough a 1950s two-storey three-bedroom semi-detached house with garage. There are two reception rooms and the bathroom is on the first floor. Asking rent was £1,350.00 per calendar month but reduced to £1,250.00 per calendar month.
 - Henshaw Road, Wellingborough a 1970s two-storey three-bedroom semi-detached house with garage. The bathroom is on the first floor. Asking rent was £1,250.00 per calendar month but reduced to £1,195.00 per calendar month. The Tenants said they were familiar with the property as it is next to their daughter's school. They said it was in better condition and larger than the Property.
 - 72 Mannock Road Wellingborough a 1950s two-storey three-bedroom end of terrace. No garage. The bathroom is on the ground floor. Asking rent in May 2024 £1,100.00 per calendar month. Tenants said it was in better condition than the Property.
 - Shelley Road, Wellingborough a 1950s two-storey three-bedroom end of terrace house with garage. The bathroom is on the first floor. Asking rent was £1,000.00 per calendar month.
25. The Tenant said that the current rental value for the Property on Zoopla was £1,050.00 per calendar month.

Landlord's Representations re Comparable Properties

26. The Landlord provided the following rental values of properties which he said were comparable to the Property as follows:
- Third Avenue, Wellingborough a 1930s two-storey three-bedroom semi-detached house with garage and car port. The bathroom is on first floor. Asking rent in March 2024 £1,350.00 per calendar month.

- Oakway, Wellingborough a 1950s two-storey three-bedroom semi-detached house with garage. There are two reception rooms and the bathroom is on the first floor. Asking rent £1,350.00 per calendar month.
 - Oakley Drive, Wellingborough a 1950s two-storey three-bedroom semi-detached house. No garage. The bathroom is on the first floor. Asking rent £1,300.00 per calendar month.
 - Henshaw Road, Wellingborough a 1970s two-storey three-bedroom semi-detached house with garage. The bathroom is on the first floor. Asking rent £1,250.00 per calendar month.
27. At the hearing the Tribunal noted from its knowledge and experience that the properties submitted by the Landlord were larger with first floor bathrooms and that the most similar property was 72 Mannock Road.

DETERMINATION

28. 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.
29. 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.
30. The Tribunal assesses a rent based upon the condition of the Property at the time of the determination. It cannot consider the period for which a property might have been in disrepair prior to work being carried out by the Landlord. Equally it cannot consider work that is said to be intended or scheduled to take place in the future nor that it has not been possible to carry out work or replace appliances because the Landlord has not been able to obtain access. The Landlord is expected to obtain the necessary access under the express or implied terms of the tenancy agreement.
31. The Tribunal took account of both parties' representations regarding the condition of the property and the Tribunal's own findings on its inspection and the rental values of the properties which the parties submitted as being comparable. The Tribunal found that the most comparable property was 72 Mannock Road. It was the same road and was the same age and type as the Property. It was of similar size and layout, both having bathrooms on the ground floor. 72 Mannock Road does not have a garage but has similar off-road parking to the Property. The Tribunal found that the workshop was excluded from the demise and that the shared use and condition of the garage and shared use of the shed made them of little or no value to the Property. The Tribunal therefore determined that were the Property in the same condition it would achieve a market rent of £1,100.00 per calendar month.
32. However, found that the Property is not in the same condition as 72 Mannock Road. The defective casement window catches cause a lack of security and controlled ventilation and are likely to be draughty. The failed double-glazing seals compromise the insulation and there is no heating in the living room. The extractor fan in the kitchen is also inoperable. These elements have caused condensation

which makes the Property susceptible to mould growth. Of particular concern is the defective electrical sockets and shower unit. There are also a number items of disrepair as referred to above in the “Condition” section. The Tribunal therefore makes a deduction of £275.00 to take these matters into account. It should be noted that this amount cannot be a simple arithmetical calculation and is not based specifically upon capital cost but is the Tribunal’s estimate of the amount by which the rent would have to be reduced to attract a tenant. Taking this deduction into account the Tribunal determined a market rent of £825.00 per calendar month.

33. The Tribunal determined that a market rent for the Property is **£825.00 per calendar month to take effect from 21 March 2025.**

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.