



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

**Case Reference** : **CAM/26UE/MNR/2025/0793**

**Property** : **Clodhuddle Cottage  
108 High Street  
Elstree  
Hertfordshire  
WD6 3EP**

**Applicant Tenant** : **Ms Karleigh Dray**

**Representative** : **None**

**Respondent Landlord** : **Mr Norman Shuker**

**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** : **19<sup>th</sup> January 2026**

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**DECISION**

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## Summary of Decision

1. On 19<sup>th</sup> January 2026 the Tribunal determined a market rent of £1,800 per month to take effect from 10<sup>th</sup> November 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 6<sup>th</sup> September 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,900 per month, in place of the existing rent of £1,500 per month, to take effect from 10<sup>th</sup> November 2025. The notice complied with the legal requirements.
4. On 5<sup>th</sup> November 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. 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.
6. The Tribunal issued Directions on 10<sup>th</sup> November 2025 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.
7. The Landlord submitted papers by the specified dates setting out his case which was copied to the Tenant. The Tenant made no further representation.
8. Neither party objected to the matter being determined without an oral hearing, based on the written representations received.
9. These reasons address **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**

10. From the information given in the papers and available on the internet, the property comprises a Grade II listed house standing flush to the pavement on the northern side of Elstree.
11. There are local shops providing day-to-day requirements with further amenities in Borehamwood about 1.5 miles away.
12. The accommodation is described as being on 2 floors including a living room, kitchen and wc on the ground floor with 3 bedrooms, bathroom and wc on the first floor and a separate utility room in the garden.
13. The Energy Performance Certificate (“EPC”) gives the property an ‘E’ rating.

### **Submissions**

14. The initial tenancy began on 10<sup>th</sup> January 2022. The latest tenancy agreement is date 10<sup>th</sup> September 2024 when the rent agreed was £1,500 per month.
15. The Landlord states that the house has central heating and double glazing and that white goods and some carpets are included. He also states that the property is in good condition and excellent decorative order. The EPC states there is some double glazing.
16. The Landlord provides photographs from when the property was vacant and provides a list of comparable properties with asking rents ranging from £1,950 to £2,350 per month.
17. The Tenant made no further representations.

### **Consideration and Valuation**

18. 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 and viewed the property on the internet it decided that it could do so.
19. 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.
20. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Elstree and surrounding villages, 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 £1,800 per month. This takes into account the poor energy rating countered to some extent by the character accommodation.

21. 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**

22. 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 £1,800 per month.
23. The Tribunal directed that the new rent of £1,800 per month should take effect from 10<sup>th</sup> November 2025, this being the date specified in the 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 [rpeastern@justice.gov.uk](mailto:rpeastern@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.

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

Housing Act 1988 Section 14

**Address of Premises**

Clodhoddle Cottage  
108 High Street  
Elstree  
WD6 3EP

**The Tribunal members were**

Mr I Perry BSc FRICS

**Landlord**

Mr N Shuker

**Address**

Schopwick Place  
High Street  
Elstree  
Borehamwood  
Hertfordshire  
WD6 3SW

**Tenant**

Ms K Dray

1. The rent is: £  **Per**  (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is:

\*3. The amount included for services is/is negligible/not applicable

**Per**

\*4. Service charges are not included

5. Date assured tenancy commenced

6. Length of the term or rental period

7. Allocation of liability for repairs

8. Furniture provided by landlord or superior landlord

9. Description of premises

***Chairman***

**Mr I Perry BSc  
FRICS**

***Date of Decision***

**19<sup>th</sup> January 2025**