



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

Case Reference : **CAM/22UG/MNR/2025/0616**

Property : **42 Avignon Close, Mountbatten
Estate, Colchester, Essex, CO2
8YH**

Applicant Tenant : **Simon Collyer**

Respondent Landlord : **Darragh Donnely-Walshe**

Representative : **Anthony Cole, 3 Point Property
Management**

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

Tribunal : **Judge Bernadette MacQueen,
Mr Roland Thomas, MRICS**

Date of Inspection : **21 March 2025**

Date of Decision : **24 March 2025**

DECISION

**The Tribunal determines a rent of £650 per calendar month with
effect from 2 March 2025.**

REASONS

Background

1. On 5 January 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £695 per calendar month in place of the existing rent of £560 per calendar month to take effect from 2 March 2025.
2. The Applicant Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. In the application form that the Applicant submitted to the Tribunal, the type of appeal was described as a determination under section 22(1) Housing Act 1988. However, the Tribunal has treated this as an application under Section 13(4)(a) of the Housing Act 1988, as the Tenant has referred the Landlord's notice proposing a new rent to the Tribunal that was served under section 13(2) of the Housing Act 1988.
3. The Tribunal made directions dated 23 January 2025. Parties were directed to complete a pro forma supplying details of the accommodation on a room-by room basis, the features of the Property (central heating, white goods, double glazing, carpets and curtains) and other property attributes and any further comments that they may wish the Tribunal to take into consideration. This could include any repairs and improvements that had been made, and any comments on the condition of the Property.
4. The Tribunal confirmed that they would make their decision based on the written representations from both parties unless either party requested a hearing. The Tribunal also stated that they would wish to inspect the Property.

5. The parties returned the pro-forma forms to the Tribunal and neither party requested a hearing. The Tribunal therefore determined this matter on the written representations received and from its inspection of the Property.

The Tenancy

6. The tenancy commenced on 2 February 2021 and a copy of an assured shorthold tenancy agreement was provided to the Tribunal. The tenancy term was for an initial period of 6 months at £525 per calendar month and is stated as continuing as a monthly contractual periodic tenancy from 2 August 2021. No rent review clause is within the tenancy agreement and so the Landlord has served a notice under section 13 Housing Act 1988. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

Inspection

7. The Tribunal completed an inspection of the Property accompanied by Simon Collyer and Anthony Cole. At the outset of the inspection the Tribunal explained that the attendees were welcome to indicate areas that they wished the Tribunal to view but that the Tribunal would not take any evidence during the inspection nor have regard to any comment made at the inspection.
8. The Property was a ground floor studio flat within a block which comprised four studio flats. The Property had a living room which had space for a single bed and desk. There was a small kitchen, with a hob and oven that was supplied by the Landlord. Additionally, there was a toilet, sink and shower. Storage space was limited; however there was an in-built cupboard in the small entrance hall. The Property had the benefit of a parking space and a communal garden.

9. Provided by the Landlord, the Property had UPVC double glazing and storage heaters.

Evidence

10. The Tribunal considered the written submissions provided by the Tenant and the Landlord.

Tenant's Written Representations

11. The Tenant stated in written representations that the oven and hob had not worked for a period of 86 days in spring 2024; however, at the inspection the Tenant confirmed that the oven and hob were now working.

Landlord's Representations

12. Anthony Cole, on behalf of the Respondent, submitted adverts for comparable properties that had been recently let by 3 Point Property Management. In particular, the Respondent provided five examples of studio flats marketed between April 2024 and January 2025 at Avignon Close which all had an asking rent of £695. Additionally, Anthony Cole included a studio flat at Avignon Close marketed between 18 March 2024 and 24 April 2024 which had an asking price of £675.

The Law

13. 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.
- 14. 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.

Determination and Valuation

- 15. Although the Property did not have central heating, the storage heaters were effective and suitable for the size of the Property. The Property was well maintained.
- 16. In terms of comparable evidence, the Tribunal considered one bedroom studio flats in an approximate one mile radius of the Property and noted that these ranged from asking rents of £600 to £728 per calendar month. The Tribunal also considered the comparable evidence provided by the Respondent. Whilst these properties were in the same location as the Property, the Tribunal noted that the rents were asking rents and all of the properties were let by the same company (3 Point Property Management).

17. Using the comparable evidence and the Tribunal's own expert knowledge of rental values in the area, the Tribunal considered that the open market rent for the Property in good tenantable condition would be in the region of £650 per calendar month.
18. Having inspected the Property, the Tribunal did not make any adjustment for the condition of the property, having found it to be in good tenantable condition.

Decision

19. The Tribunal determines that the rent at which the Property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy is £650 per calendar month.
20. The Tribunal directed that the new rent of £650 per calendar month take effect on 2 March 2025.

Judge Bernadette MacQueen

Date 24 March 2025

APPEAL PROVISIONS

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.

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>

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.

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.

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.**

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).