



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

Case Reference : **CAM/38UE/MDT/2025/0003**

Property : **7 Ham Corner
Harwell Village
Didcot
Oxfordshire
OX11 0FT**

Applicant Tenant : **Ms A Golonka**

Representative : **None**

Respondent Landlord : **Sovereign Housing Association Limited**

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 : **2nd June 2025**

DECISION

Summary of Decision

1. On 2nd June 2025 the Tribunal determined a market rent of £274.46 per week to take effect from 7th April 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 4th February 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £280.69 per week, equivalent to £1,216.32 per month, in place of the existing rent of £273.31 per week, equivalent to £1,184.34 per month, to take effect from 7th April 2025. The notice complied with the legal requirements.
4. On 12th March 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988 for a determination of a market rent. Market rents are usually expressed as a figure per month.
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 31st March 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 or videos.
7. The Tenant submitted papers by the specified date setting out her respective case. The papers were also copied to the Landlord. The Landlord made no further representations.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 2nd June 2025 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 an end-terraced house within a small modern development on the north-west side of Harwell Village.
11. There is a primary school within the village and a general store providing day to day requirements with further amenities at Didcot, some 2.5 miles distant.
12. The property is built of brick beneath a tiled roof, has double glazed windows and central heating. Carpets, curtains and white goods are provided by the Tenant.
13. The Energy Performance Rating is 'B'.
14. The Tenancy Agreement supplied specifies that the Tenant is responsible for internal decoration and the Landlord is responsible for the structure.
15. The accommodation is listed as comprising a Hall, Cloakroom with WC, Living Room, Kitchen, 3 Bedrooms and Bathroom with WC. There is a small rear garden. Ms Golonka refers to the third Bedroom as a Boxroom.

Submissions

16. Ms Golonka was assigned a tenancy in the property on 21st April 2023 when the rent was £253.77.
17. In her application she refers to considerable issues within the property relating to damp and black mould growth and includes a survey report from Mr Nick Brend MRICS dated 6th February 2025, "prepared in contemplation of litigation". This report identifies issues with black mould throughout the property, mostly to door and window reveals. In addition, several window seals are defective. The report states that Ms Golonka was maintaining sufficient air and surface temperatures but that surface temperatures around doors and windows were found to be below the Dew Point.
18. In addition, the extractor fans run constantly but do not expel sufficient air or discharge the air to the outside. In turn this leads to condensation within the fans themselves and water leaks into the property. This is suggested as the likely cause of a leak in the ceiling to Bedroom One.
19. Mr Brend's report includes photographs showing the defects and Ms Golonka also provides photographs showing the mould growth on several surfaces.
20. Mr Brend's report suggests how this issues can be remedied with an estimated cost of £3,925.20 including VAT.

21. Ms Golonka provides details of comparable properties advertised at asking rents from £133 per week and £576 per month to £1,095 per month.

Consideration and Valuation

22. 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.
23. The photographs provided within the survey report and from Ms Golonka clearly show that there are issues within the property which relate to its original construction and the installation of the extractor fans.
24. The Tribunal is required to determine the **open market 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.
25. Having carefully considered the representations from the parties and associated correspondence, and using its own judgement and knowledge of rental values within the area of Didcot Village, the Tribunal decided that the **open market rent** for the subject property if let today in a condition that was usual for such an open market letting would be £1,400 per month.
26. Such an open market letting would be for a tenable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided.
27. This is not the case in respect of 7 Ham Corner, so the Tribunal needs to adjust this open market rent to reflect the condition, as evidenced by the Applicant, and to reflect the Tenant's particular responsibilities relating to decoration, carpets, curtains and white goods.
28. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Tenant's provision of carpets and curtains	£40
Tenant's responsibility for internal decoration	£40
Condition- condensation, mould growth and ineffective extractors	£100
TOTAL deduction per month	£210

29. 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

30. 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 £1,190 per month which equates to

£274.46 per week. The Tribunal emphasises that this is a **market rent** not a rent charged by a Social Housing Provider such as Sovereign Housing Association Limited.

31. The Tribunal directed that the new rent of £274.46 per week should take effect from 7th April 2025, this being the date specified in the notice.
32. The Tribunal is hopeful that the Landlord will remedy the inherent defects in the property to protect the long-term condition of the structure.

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 rpsouthern@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.