

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/47UF/MNR/2024/0161
Property	Adelaide Lodge, Holt Fleet Rd., Ombersley, Droitwich, WR9 0HJ
Tenant	Robert Simon Griffiths
Tenant's Representative	Whatley Hallmark Hulme Solicitors
Landlord	Ombersley Conservation Trust
Landlord's Address	c/o Savills, 1 Jewry St., Winchester, SO23 8RZ
Landlord's Representative	Sarah Pennington MRICS of Savills
Date of Application	21 June 2024
Type of Application	Determination of Market Rent under sections 13 & 14 of the Housing Act 1988
Tribunal Members	I.D. Humphries B.Sc.(Est.Man.) FRICS A. Churchill B.Sc. MRICS
Date of Decision	13 October 2026
Rent Determined	£12,000 per annum
Date the new rent takes effect	24 June 2024

REASONS FOR THE DECISION

1 Background

- 1.1 On 18 March 2024 the landlord served notice under Section 13(2) of the Housing Act 1988 ('the Act') proposing a new rent of £12,000 per annum (p.a.) in place of the existing rent of £4,188 p.a. to take effect on 24 June 2024.
- 1.2 On 21 June 2024, the tenant referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent under section 13(4)(a) of the Housing Act 1988.
- 1.3 The tenant was successor to a tenancy granted on 24 June 1972 at a quarterly rent. The tenant had been protected by the Rent Act 1977 and became an Assured Periodic tenant under the Renters Rights Act 2025.

2 Allocation of Repairs between Landlord and Tenant.

- 2.1 In accordance with section 11 of the Landlord and Tenant Act 1985.

3 Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

- 3.1 None.

4 Liability for Council Tax

- 4.1 The tenant is responsible for paying Council Tax. The rent determined is exclusive of Council Tax.

5 Any other terms of the tenancy taken into consideration in determining the rent.

- 5.1 There are no unusual terms as far as we are aware.

6 Inspection/Hearing

- 6.1 The parties requested a hearing that was held on 13 February 2025 by a differently constituted Tribunal that determined the rent. Unfortunately, through no fault of the parties, the tenant's submissions had not been put to the Tribunal before reaching its Decision and after some time during which repairs were carried out to the property, the first Decision was set aside on 23 July 2026 and Directions issued for re-hearing.

- 6.2 The present Tribunal were instructed on 22 September 2026. We have read the papers submitted by the parties for the current and previous hearings in reaching our Decision. At today's hearing, the Applicant, Mr Griffiths, represented himself and the Respondent, Ombersley Conservation Trust, was represented by Mr Adrian Neal, Trustee of the Trust and former Managing Agent, and Miss Sarah Pennington of Savills.
- 6.3 The parties had previously indicated that an inspection would be required but at the hearing all parties agreed it was now unnecessary as substantial repairs had been carried out. It would now be impossible to see the condition of the property at the valuation date, the date of the landlord's notice.

7 The Property

- 7.1 The property is a Grade II detached house in a plot of around an acre accessed from the A4133 Ombersley to Holt Heath road. It is about half a mile from the centre of Ombersley, an attractive Worcestershire village with notable butchers, restaurant and three public houses. It is a popular residential location.
- 7.2 The accommodation comprises two living rooms, a study, kitchen / dining room, cellar, four bedrooms and two bathrooms. Outside it has private gardens and a brick shed converted to a one bed annexe though not currently habitable.
- 7.3 The property has central heating that was originally installed by the tenant 30 or 40 years ago but has in recent years been maintained by the landlord and at the hearing, Mr Griffiths said it had become part of the landlord's property. There is no no double glazing and the house was let without carpets, curtains or white goods. It was let unfurnished.

8 Evidence

The Tenant

- 8.1 The tenant had applied to the Tribunal as his Solicitors, Whatley Hallmark Hulme, advised him not to agree any new rent until the landlord had undertaken repairs. The house had apparently suffered from damp and mould issues in the living room, kitchen / dining room and study, and the cellar had flooded on a number of occasions. Photographs were provided in evidence.
- 8.2 However, after the application was made, the landlord carried out a substantial programme of repairs at a reported cost of some £81,000 plus VAT over a period from Spring 2025 to Summer 2026 and although other work will undoubtedly be required with a building of this age, the tenant advised that it was in fair repair by the date of our hearing. Apart from the repairs, he had no

issue with the £12,000 p.a. requested and had paid the rent increase in full in May 2025.

- 8.3 The major work had been designed by Nick Joyce Architects of Worcester who specialise in historic buildings.

The Landlord

- 8.4 Mr Neal, on behalf of the landlord, emphasised the attractive nature of Ombersley and explained that the property had been part of the Sandys Estate of which he had been Managing Agent. He explained that substantial repairs had been carried out to the house.

- 8.5 Miss Pennington of Savills further submitted that the asking rent was based on the rents of local houses let in around 2024 and was in line with market value. She drew particular attention to:

1) Stirline House, Ombersley

A similar house closer to the village centre and more affected by traffic noise, let at £1,500 pcm.

2) Storks, Ombersley

A house in the village centre, partly disadvantaged by its proximity to the butchers and restaurant which sometimes caused difficulty accessing the driveway due to customers parking along the road frontage. It had been let at £1,250 pcm.

3) Sinton House, Ombersley

A detached house, again of similar age and type, but located on the east side of the A449 dual carriageway which is the Ombersley by-pass. It is a busy main road making it impossible to cross on foot to the village and the volume of passing traffic affects the amenity of the house.

9 Determination and Valuation

- 9.1 Having considered the parties' submissions the Tribunal confirmed the landlord's proposed figure of £12,000 p.a. that had been agreed by the tenant as the market value for the purposes of section 14 of the Housing Act 1988, as at 24 June 2024.

10 Undue hardship

- 10.1 No application has been made for the effective date to be delayed due to 'undue hardship' under s.14(7) of the Housing Act 1988 and accordingly, we find the

effective date of increase to be the date in the landlord's Notice of 24 June 2024.

11 Decision

- 11.1 The Tribunal determines the market rent under section 14 of the Housing Act 1988 at £12,000.00 per annum with effect from 24 June 2024.

12 APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.