



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

**Case Reference** : **CAM/38/UB/MNR/2021/0030  
P:PAPERREMOTE**

**Property** : **27 Restharrow Mead Bicester Oxfordshire  
OX26 3AF**

**Applicant** : **Ms Louise Yeomans**

**Respondent** : **Mr David Tregurtha**

**Date of Application** : **14 May 2021**

**Type of Application** : **Determination of the market rent under  
Section 14 Housing Act 1988**

**Tribunal** : **Mrs E Flint FRICS**

**Date and venue of  
Determination** : **19 July 2021  
remote hearing on the papers.**

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**DECISION**

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The market rent as at 3 June 2021 is £1000 per month.

This has been a remote hearing on the papers which has been consented to by the parties. The form of remote hearing was, P:PAPERREMOTE. A face to face hearing was not held because no one requested the same, it was not practicable and all the issues could be determined on the papers.

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## **Background**

1. On 14 May 2021 the tenant of the above house referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which proposed a rent of £1200 per month with effect from 3 June 2021, is dated 28 April 2021.
3. The tenancy is an assured tenancy which commenced on 3 July 2009. The rent payable when the landlord's notice of increase was served was £975 per month.
4. Owing to the Covid 19 restrictions the parties were asked if they would consent to the application being dealt with on the paper. Written representations were received from both the landlord and the tenant.

## **The Evidence**

5. The house is a modern two storey terrace house. Mr Tregurtha described the house and explained that part of the garage had been converted into additional living accommodation. He dealt with any items of disrepair when notified although he accepted that some small items the tenant dealt with herself.
6. He stated that the house has central heating, double glazing, carpets, a cooker and fridge and parking. He provided details from the internet of a number of terraced houses, with and without garages with rents ranging from £1100 to £1250 per month in support of the proposed rent of £1200 per month.
7. Ms Yeomans, also described the property, the basic details of which were not disputed. However, she stated that there had been no maintenance over the twelve years of her occupation. The kitchen units were worn, the window handles were missing in bedroom two and the bathroom, the paint on the ceiling in the bathroom and kitchen was peeling, the decking and garden fences were in very poor condition. She had supplied a washing machine. The tenant provided a number of photographs to indicate the condition of the house.
8. She was of the opinion that in its present condition the house could not be let for more than £975 per month.

## **The Accommodation**

9. The property is situated in the Bure Park area of Bicester on a modern estate of mainly terraced and semi-detached houses a little over a mile from the station and about two miles from Bicester outlet village. It is a modern three bedroom house, the ground floor has been extended into the garage. The bathroom and kitchen have not been modernised to the same standard as those generally found in houses on the open market. The carpets have not been replaced during the twelve years of the tenancy. The house requires updating and repairs to be completed and the garden fences repaired before being offered for rent on the open market.

## **The law**

10. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
11. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

## **Valuation**

12. In coming to my decision, I have relied on the comparables supplied by the landlord and my own general knowledge of rental levels in Bicester.
13. The house is not in the condition usually found on the open market. The value of the additional living area on the ground floor is offset by the loss of garage space. I have taken into account the terms of the tenancy and the dated facilities in the house.

## **The decision**

14. I have concluded that the rent at which the property might reasonably be expected to be let in its current condition on the open market is £1000 per month.
15. The Tribunal determines the rent at £1000 per month with effect from 3 June 2021 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 19 July 2021

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### **ANNEX - RIGHTS OF APPEAL**

- i. 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.
- ii. 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.
- iii. 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.

- iv. 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.

## **Appendix Housing Act 1988**

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 to 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 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 of the dwelling-house concerned or are payable under separate agreements....

