



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

**Case Reference** : **CAM/38UE/MNR/2020/0030  
P:PAPERREMOTE**

**Property** : **1 College Houses West Hendred Wantage  
OX12 8RL**

**Applicant** : **Mr F G Watson**

**Respondent** : **Corpus Christi College**

**Representative** : **Bidwells (managing agent)**

**Date of Application** : **9 November 2020**

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

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

**Date and venue of  
Determination** : **25 January 2021  
remote hearing on the papers.**

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**DECISION**

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The market rent as at 1 December 2020 is £2000 per quarter.

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. The documents that I was referred to are in a bundle of 50 pages the contents of which I have recorded.

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## **Background**

1. On 9 November 2020 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 £2750 per quarter with effect from 1 December 2020, is dated 23 October 2020.
3. The tenancy is a periodic tenancy by succession which commenced in 1997.
4. Owing to the Covid 19 restrictions the parties were asked if they would consent to the application being dealt with on the paper. Both parties consented and sent written representations.

## **The Evidence**

5. The tenant stated that other than the structural repairs carried out in 2020 no work other than minor matters had been undertaken to the house since double glazing was installed in the 1990s.
6. The accommodation comprises a living room and kitchen on the ground floor and three bedrooms and a bathroom/wc on the first floor. There is a Rayburn in the kitchen. He supplied photographs showing cracked plasterwork and torn wallpaper adjacent to cracking: indicating some movement, the location of this defect is not stated.
7. The landlord's agent confirmed that the accommodation is as described by the tenant in terms of rooms, although the sizes of each room have not been verified. She added that the house has the benefit of a private garden and provided a plan showing the house and garden edged in red.
8. Since the last rent review, which was effective from 29 September 2019, the landlord carried out works to the roof, fascia and gutters and installed a heater in the bathroom. Redecoration of the bathroom ceiling, two bedrooms, the stairwell, landing and hallway following water ingress were outstanding but are scheduled to be undertaken early in 2021.
9. She referred two lettings of two 3 bedroomed semi detached houses in Wantage situated in rural locations which had been let in September 2020 at £950 and £1100 per month. In addition 2 College Houses, a mid terrace property, smaller than the subject with a smaller garden is let on an Assured Shorthold Tenancy at £900 per month.

## **The Accommodation**

10. The Tribunal viewed the locality on Streetview. The property is situated in a rural area in the centre of West Hendred approximately three miles east of Wantage.
11. The accommodation is unmodernised and making good works post water ingress and roof repairs remains outstanding as stated by the landlord's agent.

## **The law**

12. 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.

13. 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**

14. In coming to its decision, I have relied on the comparable market rental evidence supplied by the landlord and my own general knowledge of rental levels in near Wantage.
15. The house is not in the condition usually found in houses let on the open market under an Assured Shorthold tenancy where modernised kitchens and bathrooms and central heating are considered the norm, often with white goods being supplied by the landlord. In determining the rental value of the subject property, the Tribunal has taken into account the terms of the tenancy and the condition of the property including the outstanding work.

### **The decision**

16. The Tribunal concluded that the rent at which the property might reasonably be expected to be let in its current condition on the open market is £2000 per quarter.
17. The Tribunal determines the rent at £2000 per quarter with effect from 1 December 2020 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 25 January 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 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....

