



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

**Case Reference** : **CAM/00MG/MNR/2021/0066**

**Property** : **2 Smithergill Court, Heelands, Milton Keynes,  
Buckinghamshire, MK13 7LT**

**Applicant (Tenant)** : **Ms Shelley Piggott**

**Respondent (Landlord):  
Representative** : **Sagiayarani Kalatharan  
Squares Estate Agents Limited**

**Type of Application** : **Determination of a market rent under  
Section 13 of the Housing Act 1988**

**Tribunal Members** : **Judge JR Morris  
Mrs m Wilcox BSc MRICS**

**Date of Decision** : **14<sup>th</sup> February 2022**

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**DECISION**

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**DECISION**

1. **The Tribunal determined a rent of £900.00 per calendar month to take effect from 17<sup>th</sup> January 2022.**

**REASONS**

**THE PROPERTY**

2. The Property is a modern two storey mid terraced house with painted rendered elevations under a pent pitched tile roof. The windows are upvc with double glazed units. The doors are upvc as are the rainwater goods. There is off street parking at the rear of the Property for one vehicle. There is a courtyard to the front, and an enclosed garden at the rear of the house which has rear access to the car parking space.

**Accommodation**

The Property comprises, on the ground floor, a porch on one side of which there is a store and the other the entrance door, there is an entrance lobby, with cloakroom (wash hand basin and w.c.), a dining room (16'9" x 11'9"/5.11 x 3.58 m) from which stairs rise to the first floor with a kitchen off (9'10" x 8'1"/3.00 x 2.46 m) and a

lounge (16'9" x 10'3"/5.11 x 3.12m). On the first floor there are two double bedrooms and one single bedroom (13'10" x 10'5"/4.23 x 3.16 m; 13'10" x 10'5"/4.22 x 3.16 m; 8'1" x 7'8"/2.47 x 2.34 m) and a bathroom.

#### Services

Space and water heating is by a gas fired central heating system. The Property has mains electricity, gas, water and drainage.

#### Furnishing

The Property is let unfurnished. The floorcoverings are provided with laminate flooring on the ground floor and carpets on the stairs landing and bedrooms. White goods are not provided.

#### Location

The Property is situated in a residential estate in Milton Keynes.

### **THE TENANCY**

3. The Tenancy commenced as a contractual periodic Assured Shorthold Tenancy on 21<sup>st</sup> May 2000. It appears that the tenancy was renewed each year until the last tenancy agreement dated 17<sup>th</sup> June 2013 which was for a period of 12 months until 16<sup>th</sup> June 2014. Thereafter it has become a statutory monthly periodic tenancy. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

### **THE REFERRAL**

4. The current rent is £725.00 per calendar month. By a notice in the prescribed form dated 11<sup>th</sup> November 2021 the Landlord proposed a new rent of £1,200.00 per calendar month from 17<sup>th</sup> January 2022.
5. On 26<sup>th</sup> November 2021 the Tenant referred the notice proposing a new rent to the Tribunal. Directions dated 2<sup>nd</sup> December 2021 were issued informing the parties that the Tribunal did not intend to hold an oral hearing unless a request was made by 6<sup>th</sup> January 2021. Neither party made a request for a hearing and both parties completed the Reply Form attached to the Directions. An inspection took place on 14<sup>th</sup> February 2022.

### **THE LAW**

6. The relevant law is in section 14 of the Housing Act 1988 which is summarised below.
7. 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
8. 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.
9. Nothing in section 14 affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

## **CONDITION**

10. The Tribunal inspected the Property on 14<sup>th</sup> February 2022 in the presence of the Tenant's parents. A risk assessment regarding coronavirus was undertaken prior to the inspection in which the Tenant's parents and the Tribunal confirmed that no one present was self-isolating or had symptoms of coronavirus or the coronavirus disease. Distance was maintained between the Tenant's parents and the Tribunal and all persons present wore face coverings.
11. Externally, there is a courtyard to the front which has a hedge and at one time had a fence and gate which has fallen over and not been reinstated. At the rear there is an enclosed garden which is part paved and part lawn. The paving is now uneven. The decorated render is in fair condition.
12. Internally, the porch and store are in poor condition with the hardboard ceiling beginning to come away from the beams. The Property has a fitted kitchen which is now dated. Some of the units are dilapidated with a door front missing and the sink unit missing a section of lamination. The cloakroom is serviceable. The bathroom is also serviceable but dated and the w.c. pan did not appear to be securely affixed to the floor. The laminate flooring is coming apart at the joints. The carpet is worn and there appears to be a hole in the landing floor at the threshold to the bathroom which requires attention. The door to the kitchen/diner from the entrance lobby is missing.
13. The internal decorations are well maintained by the Tenant. The mirrored doors to the landing cupboards had to be rehung when the Tenant took possession.

## **REPRESENTATIONS**

14. The Tenant made written representations stating that she had replaced a dripping kitchen tap and installed smoke detectors at the start of the tenancy.
15. She also referred to the following items of disrepair:
  - Fence and gate to the front had fallen over;
  - The plywood ceiling in the front porch was falling away revealing the insulation underneath;
  - The base cabinets under the kitchen sink are damp and rotting;
  - Others doors on the kitchen cabinets have rusting hinges and do not shut properly;
  - Wooden flooring throughout the ground floor is separating and is chipped around the edges;

- The toilet in cloakroom is not affixed to the floor;
  - The fence to the rear garden is leaning and the post is rotten;
  - The bath is stained where the tap was dripping which took a year to be fixed;
  - There is a burn mark on the top of the cistern from the previous tenants;
  - The sink is not fully connected to the wall;
  - The bathroom flooring is badly fitted and has a hole
  - The carpets in the bedroom are stained.
16. The Landlord's Agent made written representations saying that the Property had been let for a very long period. There had been some improvements over the years. The Property was said to have been under market rental value for some time. In 2013 the rent was £675.00 per calendar month and had subsequently gone up to £725.00 per calendar month in 2014.
17. The following rental values of what were said to be comparable properties:
1. Translands Brigg, Heelands – 4-bedroom terraced house  
£1,250.00 per calendar month
  2. Stokenchurch Place, Bradwell Common 3-bedroom link detached house  
£1,250.00 per calendar month
  3. Bishopstone, Bradville – 3-bedroom semidetached house  
£1,250.00 per calendar month
  4. Langcliffe Drive, Heelands – 3-bedroom terraced house  
£1,150.00 per calendar month
  5. Ormsgill Court Heelands – 3-bedroom semidetached house  
£1,150.00 per calendar month
  6. Heelands - 3-bedroom terraced house –  
£1,050.00 per calendar month
  7. Scardale, Heelands – 3-bedroom end of terrace house  
£1,000.00 per calendar month
18. In addition, he provided an analysis from Rightmove showing average asking prices had been increasing during 2021 and in the latter part of the year were between £1,000.00 and £1, 200.00 per calendar month.

## **DETERMINATION**

19. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. The Tribunal does not take into account the present rent and the period of time which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent. The Tribunal cannot take into account the personal circumstances of either the Landlord or the Tenant.
20. The Tribunal assessed a rent based on the condition of the Property as at the time of the determination. Therefore, it cannot take into account the period of time which a property might have been in disrepair prior to work being carried out by the Landlord. Equally, it cannot take into account work which the Landlord said it intended to undertake or was scheduled to take place in the future.
21. The Tribunal firstly considered the comparable evidence adduced by the Landlord's Agent. It was found that properties in Heelands achieved a lower rent than houses

in some of the surrounding areas. The Tribunal was of the opinion that if the Property were in good condition with modern up dated kitchen and bathroom and with floorcoverings and white goods it would achieve in the region of £1,000 to £1,100 per calendar month. However, in its current condition as at the date of the inspection the tribunal determined that the market rent is £900.00 per calendar month.

22. The Tribunal determined that a market rent for the Property in its present condition is **£900.00 per calendar month to take effect on 17<sup>th</sup> January 2022.**

### **Judge JR Morris**

**Caution:** The Tribunal inspected the subject property for the purposes of reaching this decision. The inspection was not a structural survey and any comments about the condition of the property in this statement must not be relied upon as a guide to the structural or other condition of the property.

### **APPENDIX - RIGHTS OF APPEAL**

1. If a party wishes to appeal the 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.
2. 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.
3. 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.
4. 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.