



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

Case Reference	:	CAM/22UQ/MNR/2021/0055
Property	:	Highams Farm Tindon End, Saffron Walden, Essex CB10 2XT
Applicant	:	David Murray & Frances Murray (Tenants)
Representative	:	None
Respondent	:	Alex Brown & Ilona Brown (Landlords)
Representative	:	None
Type of Application	:	Section 13(4) Housing Act 1988
Tribunal	:	Mr N Martindale FRICS
Date and venue of Hearing	:	Cambridge County Court, 197 East Road, Cambridge CB1 1BA
Date of Decision	:	1 December 2021

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal received an application from the tenants out of time but, the tenant supplied an email which suggested that it been submitted on 28 June 2021. Subsequently the Directions dated 21 September 2021 explained and confirmed that the application was to be treated as received by the Tribunal, in time, that is, before 4 July 2021.
- 2 Notice of a new rent dated 21 May 2021, was served by the landlord, under S.13 of the Housing Act 1988 (the Act) proposing a new rent of

£3,500 per calendar month (pcm) with effect from and including 4 July 2021. The passing rent was £1,400 pcm.

Directions

- 3 Directions were issued on 21 September 2021. Both sides were invited to complete the standard 'Reply Form' and if they wished to rely on rentals for similar properties to provide details. The hearing was subsequently set down for 22 November 2021, and then on the requests of the landlords deferred until 24 November and later to 1 December 2021.

Inspection

- 4 Owing to the current approach of the Tribunal to the ongoing Covid 'pandemic' restrictions, the Tribunal would not now normally inspect the Property. In any event the Property had now been sold: The landlords no longer owned it, the tenants no longer occupied it. It is understood that the tenancy ended sometime around mid September 2021 but, the actual date is not material in determining the new rent with effect from 4 July 2021.

Hearing

- 5 The tenants requested a hearing. This was held by telephone. Mr and Mrs Murray, and Mr Brown attended. In addition to the Reply form, both parties submitted other detailed and helpful materials which were considered by the Tribunal. The tenant provided a considerable number of photographs in support of a record of condition of the decorations and timberwork.
- 6 The extent of accommodation was clarified at the hearing. The Property is a former farmhouse on two levels, since extended on the ground floor to one side. According to sales details provided by the landlord, it is Listed grade 2 and dates from the C17th. In addition, a former agricultural barn has been converted into an equestrian facility (not included in the letting) and 4 large single vehicle garages (included in the letting). In addition a new build pool building (included in the letting) with changing rooms, shower room/wc and separate wc.
- 7 Within the farmhouse the accommodation, GF: Living room/ kitchen, utility room, WC, dining room, sitting room, media room/ office, annexe area, bath/wc and separate wc. FF: 5 bedrooms and 3 shower/ bath rooms. The farmhouse and other buildings in the letting are bounded by large garden and paved driveway including significant parking. The remaining acreage was not included in the letting. The kitchen included a built in hob and oven but, did not include moveable white goods.
- 8 The landlord provided curtains and carpets to all of the first floor except for the bathrooms. There was also carpet to the ground floor

annexe. The remaining floors to ground level were finished in stone or timber.

- 9 The tenants detailed defects they found at the Property said to be down to the landlord. These were mostly about damage to small patches of décor in mainly non-habitable rooms (hallway, bathroom, wcs). There appeared to be leaks from water feed, water waste and patches of the main and lower roofs. There was a minor patch of rot to a skirting board and rot to a pair of French windows both ground floor. Carpets to some areas were shown as worn and in particular areas that were affected by leaking. Lastly there was a leak to the fuel oil supply to the swimming pool boiler. The landlord accepted that the defects had existed but, countered that they had been repaired, excepting the decorations. The landlord had offered to undertake these in the period leading up to 4 July 2021 but, owing to the Covid 19 restrictions, the tenants had declined for the work to be done.
- 10 The landlord provided some details of properties to let at or around the time of the valuation date, said to be comparable to the Property. The tenant did not provide such details but, re-affirmed the evidence of the passing rent agreed at the start of the last tenancy reflecting market conditions and those at the Property at that time and was much lower than the figure of £3,500 sought by the landlord.
- 11 There was prior written evidence of a tenants' failure to maintain the gardens from the landlord but, this was not pursued at the hearing. The Tribunal noted that repairing obligations under the lease were not especially clear and that a copy of the AST provided referred to an older tenancy, a copy of which was not provided. The AST confirmed that The Tribunal therefore could only have regard to the current AST when determining the new market rent and that document confirmed "*This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.*" The current AST did not reserve any rights of access to the landlord at any time during the term.

Law

- 12 In accordance with the terms of S14 of the Act the Tribunal is required to determine the rent at which it considers the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the property falls to be valued as it stands; but, assuming that the property to be in a reasonable internal decorative condition.

Decision

- 13 With the comparable evidence submitted by the landlord; the information on the condition of the Property provided by the tenant and landlord; and based on the Tribunal's own general knowledge of market rent levels in West Essex, the Tribunal determines that the subject property would let on normal Assured Shorthold Tenancy (AST) terms, for £3,500 pcm, fully fitted and in good order. However, the Tribunal takes account of the minor defects to the decoration arising from several water leaks within and above bath and other non-habitable rooms, the worn nature of some floor coverings, rot in a piece of skirting board and poor condition of an external wooden door and cill and the defects to the pool room heating boiler. There was also an absence of some white goods to the kitchen. Taking these factors into account the Tribunal deducts £350 pcm, to leave a rent of £3,150 pcm.
- 14 The new rent of £3,150 will take effect from and including 4 July 2021, being the date given in the landlord's notice.

Chairman N Martindale

Dated 1 December 2021