



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

**Case Reference** : CAM/00MD/MNR/2021/0003

**Property** : Meadowview, Brickfield lane, Burnham, Slough  
SL1 8LF

**Landlord** : Mrs J Baily and Ms L West

**Tenant** : Mr M Williams

**Type of Application** : to determine a rent under the  
Housing Act 1988

**Tribunal Members** : Judge Judith Lancaster **Chair**  
Roland Thomas MRICS **Valuer member**

**Date of Determination** : 22 April 2021

**Date Decision Effective:** 16 March 2021

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**STATEMENT OF REASONS**

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**DECISION**

The Tribunal determined a rent of £620.00 per month

**THE PREMISES:**

- 1 Due to Covid-19, the Tribunal did not inspect the Property, but made their determination on the basis of the information, including photographs, provided by the parties, and information gained from internet mapping applications, and their knowledge of the local area.
2. The Property is a mobile home, 20-25 years old, located in a rural area just outside the village of Burnham, approximately 4 miles from Slough, and 5 miles from Maidenhead. It is surrounded by a small garden area, and has allocated parking for 2 cars.
3. The Property is approximately 9m x 3m and the accommodation consists of a kitchen/living area, with built-in furniture, one bedroom with a double bed and one bedroom with 2 bunk beds, and a shower/WC. It has double-glazing. Heating was installed, but is no longer working. A comprehensive list of furniture, fixtures and fittings was provided by the Landlord when the Property was let to the Tenant in 2008, including white goods, and carpets and curtains, but these have not been updated/replaced since by the Landlord.
4. From the photographs submitted to the Tribunal, the general condition, both internal and external, appears dated and tired, and in need of repair in some places – there is a hole visible in the external skin of the Property in one photograph.

## **THE TENANCY**

4. The Tribunal were provided with a copy of a Tenancy Agreement, dated 16 March 2008. The Tenant was notified that original landlord had been replaced by the current Landlords on 13/10/20. In relation to the repairing obligations of the parties, the Agreement states that the provisions of s11 of the Landlord and Tenant Act 1985 apply, where applicable.

## **THE APPLICATION**

5. By a notice pursuant to section 13 of the Housing Act 1988, dated 18/01/21, the Landlord gave the Tenants notice of their intention to increase the rent from £500.00 per month, which was the rent agreed in the Tenancy Agreement, to £680.00 per month from 16/03/21. By an application dated on 27/01/21 the Tenants referred this notice to the Tribunal.

## **REPRESENTATIONS OF THE PARTIES**

6. Both parties had submitted written representations prior to the determination, but neither wished for a hearing. Photographs of the inside and outside of the Property were submitted by the Tenant, and photographs of the outside of the Property by the Landlord.

## **THE TENANT'S CASE**

8. The main points of the Tenant's case which are relevant to this determination may be summarised as follows;

- a) the Property is approximately 25 years old, and the fixtures and fittings, which are the originals, are very tired, and require updating. Three burners on the hob are not working;
- b) the Tenant has replaced a number of items, including the kettle, iron, crockery and cutlery, toaster, saucepans and vacuum cleaner;
- b) a gas fire was provided in the lounge, but this was condemned in 2011 and never replaced. The original floor and overhead heating doesn't work;
- c) the Tenant has had to purchase a humidifier to try and minimise significant condensation and mould;
- d) when the Landlords are using the water on their land, adjacent to the Property, the water to the Property is cut off;
- e) from an internet search, all similar properties, apart from a larger mobile home, the Conifers, also owned by the Landlords which is next door to the Property, are located miles away. The 4 comparable properties submitted by the Landlords are not in the Burnham area, the rents advertised include electricity and water, and they are newer and in much better condition internally and externally;
- f) the Conifers is larger than the Property, approximately 11m x 3.5m, and newer, approximately 8 years old. It has modern fixtures and fittings, and is newly decorated. It has an additional en-suite WC and hand basin, and a separate wooden structure used as a utility room, with washing machine, tumble dryer etc. The plot it sits on is 3-4 times larger than that of the Property. It is let at £680 per month;
- g) it is unreasonable to raise the rent by 36%. A normal rent rise would be 2-5% per annum, or in line with inflation;
- h) the current Landlords can surely only increase the rent as from the date they notified the Tenant that they had taken over as landlords from their mother, who was named as landlord when the tenancy started.

## **THE LANDLORS' CASE**

9. The main points of the Landlord's case which are relevant to this determination may be summarised as follows;

- a) the Property is situated in the much sought-after area of North Burnham, in a beautiful, private, gated and rural location;
- b) the Landlords submitted the original inventory, from 2008, listing all fixtures and fittings included in the rental showing that the Property and the garden were in good condition when the Tenant moved in in 2008;

- c) the Landlords submitted links to 4 comparable properties, but they had found none in the immediate location – rental prices where these 4 properties are located are generally lower than rental prices in Burnham. Most are not in rural and secluded locations but located on Mobile Home Parks;
- d) the Landlord's agree that the Property is a little tired, but it is in a similar condition to their comparables;
- e) the Landlords also submitted a rental valuation for the Property from Oakwood Estates, which was £850-750 per month depending on condition. The Landlord believes that if the Property were given a full refurbishment, it would command a rent of at least £850 per month;
- f) the Landlords were unaware that the floor and overhead heating and 3 burners on the hob were not working and will attend to this. The Tenant has not made a complaint about the lack of a gas fire;
- g) the mobile home adjacent to the Property, the Conifers, has been fully re-furbished, and would command a rent of £1000-1150 per month. However, the current tenant of the Conifers helped the Landlords to demolish the previous mobile home on that site, which was in poor condition, and site the new one. He has also made a large number of improvements to the outside of the Conifers, including laying a driveway and decking, fencing, and erecting a shed to the rear for storage/a utility area. All these have been funded by the tenant, and will become the property of the Landlords when the tenant leaves the Conifers, and so the Landlords agreed a reduced rent;
- h) the Landlords have only proposed an increase in line with inflation, £680 per month. The Landlords believe the open market rent would be £750-800 per month.

## **THE DECISION**

10. Under section 14 of the Housing Act 1988 the Tribunal must determine the rent at which the Tribunal considers that the Property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy which;

- is a periodic tenancy and has the same periods as the Tenancy of the Property;
- begins on 16/03/21;
- has terms which are the same as those of the Tenancy of the Property.

The Tribunal must disregard any improvements made by the Tenant which the Tenant was not obliged to do under the terms of the Tenancy Agreement, and any reduction in value of the Property resulting from any failure by the Tenant to comply with the terms of the Tenancy Agreement.

11. The Tribunal noted all the representations made by the parties, and the documents/photographs submitted by them.

12. Previous rental levels/the period of time since the last rent increase are not relevant to the Tribunal's determination, nor are general levels of inflation, as opposed to changes in actual rental levels. The fact that the identity of the Landlord has changed in the middle of the Tenancy does not limit the Landlords ability to raise the rent, provided that the original Tenancy Agreement is still valid, which the Tribunal understands to be the case here.

13. The Tribunal has to make a determination on the basis of the condition of the Property on the date of the determination, regardless of whether the Landlord was aware of problems and regardless of whether the Tenant had complained about the condition.

14. The Tribunal's determination is made by first assessing the open market rent for a similar property, in good condition, with modern facilities, carpets, curtains and white goods. Deductions are then made for condition and any other relevant considerations.

15. The Tribunal looked at the valuation and the comparable properties put forward by the Landlords. The valuation allows a wide margin allowed for condition, £850.00-£750.00 per month, and therefore has been considered by the Tribunal as indicating the general market level for properties of this type, rather than a specific valuation relating to the Property.

16. With regard to the 4 comparable properties put forward by the Landlords, the Tribunal were only provided with limited information as to overall size, condition, and facilities, these properties are not located close to the Property, nor in a similar type of location, and, from the photographs, they do seem to be in better condition than the Property.

17. The Tribunal noted that asking rents are not necessarily the same as rents agreed.

18. The Tribunal considered that the best comparable is the Conifers, given its location, but unfortunately, due to the specific circumstances referred to in paragraph 9 above, the rent paid was not agreed on the open market.

19. Taking all the information provided by the parties into account, and using their knowledge and experience of the rental market in this area, the Tribunal determined an open market rent of £850.00 per month for a similar property, in good condition, with modern facilities.

20. The Tribunal then made a deduction for condition of the Property, and for the lack of modern facilities, as set out above, which in the Tribunal's view would considerably reduce the attractiveness of the Property for any prospective tenant. It should be noted that this figure cannot be a simple arithmetical calculation but is the Tribunal's estimate of the amount by which the rent would have to be reduced to attract a tenant. A deduction of £230.00 per month was made to reflect these items.

21. The Tribunal therefore determined a rent of £620.00 per month for the Property.

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**Judge Lancaster**

## **ANNEX - RIGHTS OF APPEAL**

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.

1. 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.
2. 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.
3. 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.

