



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

**Case Reference** : **CHI/00HY/MNR/2019/0041**

**Property** : **The Mill House  
Wilsford  
Pewsey  
Wiltshire  
SN9 6HB**

**Applicant** : **Mrs Clarissa Reilly**

**Representative** : **None**

**Respondent** : **West Ella Finance Ltd**

**Representative** : **None**

**Type of Application** : **Determination of a Market Rent  
sections 13 & 14 of the Housing Act  
1988**

**Tribunal Members** : **Mr I R Perry BSc FRICS  
Mr J Reichel BSc MRICS**

**Date of Inspection** : **1<sup>st</sup> July 2019**

**Date of Decision** : **1<sup>st</sup> July 2019**

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**DECISION**

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## **Summary of Decision**

1. On 1<sup>st</sup> July 2019 the Tribunal determined a market rent of £975 per month to take effect from 18<sup>th</sup> May 2019.

## **Background**

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 8<sup>th</sup> April 2019 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,300 per month in place of the existing rent of £950 per month to take effect from 18<sup>th</sup> May 2019. The notice complied with the legal requirements.
4. On 13<sup>th</sup> May 2019 the Tenant made an application to the First-tier Tribunal Property Chamber under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal office informed the parties that the Tribunal intended to determine the rent based on an inspection of the property and written representations subject to the parties requesting an oral hearing. No request was made by the parties for a hearing. The parties submitted written representations, copies of which were sent to each other.

## **Inspection**

6. On 1<sup>st</sup> July 2019 the Tribunal inspected the property accompanied by the Tenant Mrs C Reilly. The Landlord was not present.
7. The Tribunal found the property to be a two-storey detached house built of 9" solid brick walls with some rendered elevations all beneath a pitched slate roof probably built in excess of 150 years ago. There is a single storey extension to the rear. The house is situated just outside the village of Wilsford at the end of a no through lane.
8. The accommodation includes a hall, sitting room, dining room, Utility/workshop, wetroom and kitchen/breakfast room all at ground level. On the first floor there are three double bedrooms, a single bedroom and a bathroom with WC.
9. Outside there is a small front garden, large gardens to side and rear of about one acre leading down to a small river. There is parking for several vehicles in front of the property and several outbuildings including a timber garage, garden shed, garden store, dog kennels and a further timber shed which is owned by the Tenant.
10. Drainage is to a septic tank. Mains water and electricity are connected as is propane gas to the kitchen range. Heating is from independent wall

mounted electric heaters supplied by the Tenant. Windows and electrical wiring have recently been renewed by the Landlord at a cost in excess of £38,000. The windows are hardwood double glazed units and much of the electrical wiring is surface mounted in plastic channelling.

11. There is a church within the village, a primary school is about one mile away, secondary schools are about five miles away and the nearest shopping facilities are at Pewsey, about 5 miles away.
12. The Tenant pointed to rising and penetrating damp throughout, water penetration around the main chimney, foul waste leaking from the main drainpipe in the utility room and around the base of the WC in the main bathroom. All the outbuildings belonging to the Landlord are dilapidated and the fencing around the front garden are in disrepair.
13. Much of the ground floor is below garden level. The Tenants' evidence is that water lies under the ground floor timber floors and the Tribunal noted rotting carpets throughout at ground level.
14. Whilst internal decorations are the responsibility of the Tenant, where new windows and electrical wiring have been installed by the owner there are areas of unfinished plastering and decoration.
15. The Tenant succeeded to the assured periodic tenancy on the death of her late mother on 17<sup>th</sup> February 2018.
16. The carpets, curtains and white goods throughout and all heating units are provided by the Tenant. A number of improvements were made to the property when Mrs Reillys' late mother was the Tenant including the remodelling of the kitchen and converting the ground floor cloakroom to a wet room.
17. The constant damage to decorations caused by the dampness and the very age and construction of internal walls makes it very difficult for the tenant to keep the internal decorations in good order.

## **The law**

### **S14 Determination of Rent by First-tier Tribunal**

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal 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, in respect of council tax 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.

### Consideration and Valuation

18. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Tenant are not relevant to this issue.
19. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in South Wiltshire the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,350 per month. This allows for the lack of local amenities.
20. However, this figure of £1,350 per month needs to be adjusted to take into account the condition of the property, and the Tenants' provision of carpets, curtains and white goods together with the general condition of the property.
21. In accordance with s14 (3) no allowance is to be made for improvements carried out prior to the existing tenancy.
22. Using its experience the Tribunal decided that the following adjustments should be made:

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|--|-------------|
| Lack of heating  | £135        |
| Tenant's provision of white goods                                | £10         |
| Tenant's provision of carpets and curtains                       | £40         |
| Dated bathrooms  | £50         |
| Rising and penetrating damp                                      | £75         |
| Leaking foul drain, dilapidated outbuildings,<br>Rotten fencing. | £40         |
| Allowance for internal decoration difficulties                   | £25         |
| <b>TOTAL</b>   | <b>£375</b> |

23. The Tenant made no representation that the starting date for the new rent specified in the Landlords' notice would cause the Tenant undue hardship.

### Determination

24. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £975 per month.

25. The Tribunal directed that the new rent of £975 per month should take effect from 18<sup>th</sup> May 2019, this being the date specified in the notice.

**Chairman: I R Perry BSc FRICS**

**Date: 1<sup>st</sup> July 2019**

**RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking