



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

**Case Reference** : **MAN/32UH/MNR/2021/0212**

**Property** : **1 Cottage, West Firsby,  
Lincolnshire LN8 2DL**

**Applicant** : **Ms Alayne Addy**

**Representative** : **In person**

**Respondent** : **Lockwood Estates**

**Representative** : **Mr Andrew Buckley**

**Type of Application** : **Housing Act 1988 Section 13**

**Tribunal Members** : **Tribunal Judge J. E. Oliver  
Tribunal Member P. Mountain**

**Date of Determination** : **3<sup>rd</sup> March 2022**

**Date of Decision** : **7<sup>th</sup> March 2022**

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**DECISION**

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## **Decision**

1. The Tribunal has jurisdiction to deal with the application.
2. The rent payable for 1 Cottage West Firsby, Lincolnshire (“the Property”) is £550 per calendar month with effect from 3<sup>rd</sup> October 2021.

## **Application**

3. This is an application by Ms Alayne Addy (“the Applicant”) for the determination of the rent payable in respect of the Property, pursuant to Section 13 of the Housing Act 1988 (“the Act”).
4. The Applicant entered into a tenancy agreement for the Property on 2<sup>nd</sup> November 2016, providing for the commencement of the tenancy on 3<sup>rd</sup> November 2016, for a period of 6 months at a rent of £525 per calendar month. The tenancy has continued since that date with no increase in rent.
5. The Landlord of the Property, Lockwood Estates (“the Respondent”), served a notice to increase the rent for the Property (“the Notice”) from the rent of £525 per calendar month to £550 per calendar month. The Notice, dated 19<sup>th</sup> August 2021, stated the increase was to take effect from 3<sup>rd</sup> October 2021.
6. The Applicant objected to the proposed increase and filed an application with the First-tier Tribunal dated 29<sup>th</sup> September 2021 for the issue to be determined.
7. Both the Applicant and the Respondent made written submissions to the Tribunal. The Tribunal was unable to carry out an inspection of the Property due to the restrictions imposed by Covid-19. Accordingly, the Tribunal relied upon the photographs and written representations made by the parties in making its determination.
8. Neither party requested a hearing.

## **Inspection**

9. The Tribunal did not undertake an inspection of the Property, for the reasons already stated. Accordingly, the Tribunal relied upon the submissions of the parties, their own knowledge and expertise and enquiries of the lettings market in the Lincolnshire area.
10. The Property is a brick-built semi-detached property with a tiled roof situate in West Firsby Lincolnshire. The Property sits on the edge of a working farm in a rural location. It comprises an entrance hall with utility area, sitting/dining area, sitting room, kitchen, bathroom and 3 bedrooms. There are gardens to both the front and rear of the Property.
11. The Property is described as having partial double-glazing and central heating.

## Submissions

12. The Respondent provided the Tribunal with evidence of comparable rents relating to other properties in West Firsby and all on the same estate belonging to it.
13. 2 Cottage West Firsby, being the cottage adjoining the Property, was let on 13<sup>th</sup> March 2020 at a rent of £575 per month. The size is given at 1,195 sq ft, equivalent to £5.77 per sq ft. The Respondent advised the Property is also 1,195 sq ft with the proposed rent of £550 per calendar month equating to £5.52 per sq ft.
14. These were:

### 2 Cottage, West Firsby

Rent: £575 per month  
Rent commencement date: 13<sup>th</sup> March 2020  
Size (sq ft): 1,195  
Rent per sq ft: £5.77

### 3 Cottage, West Firsby

Rent: £650 per month  
Rent commencement date: 10<sup>th</sup> March 2021  
Size (sq ft): 1,027  
Rent per sq ft: £7.59

### 4 Cottage, West Firsby

Rent: £500 per month  
Rent commencement date: 1<sup>st</sup> October 2021  
Size (sq ft): 1,027  
Rent per sq ft: £5.84

### Greystones, West Firsby

Rent: £620 per month  
Rent commencement date: 29<sup>th</sup> October 2021  
Size (sq ft): 1,170  
Rent per sq ft: £6.36

### Shepherd's Cottage, West Firsby

Rent: £685 per month  
Rent commencement date: 1<sup>st</sup> October 2021  
Size (sq ft): 1,616  
Rent per sq ft: £5.09

### Top Farm, West Firsby

Rent: £665 per month

Rent commencement date: 24<sup>th</sup> October 2021

Size (sq ft): 1,416

Rent per sq ft: £5.64

15. The Applicant confirmed that her tenancy included the use of a single garage. However, whilst the Property is in good repair, there have been no upgrades to the kitchen, bathroom or heating for 20 years.
16. In respect of the comparable properties provided, the Applicant advised as follows:

#### 2 Cottage

This property has full double glazing and was let in March 2020 after upgrades to the kitchen, bathroom and heating “in recent years”.

#### 3 Cottage, West Firsby

This was let in March 2021 after refurbishment and has double glazing throughout. It also has a detached garage and additional outbuildings.

#### Greystones, Shepherd’s Cottage and Top Farm Cottgae West Firsby

These are detached houses with large gardens but have no garage or outbuildings.

17. The Applicant stated that of the comparable properties, all the tenants are existing tenants who have entered into new tenancy agreements, having previously held Assured Shorthold tenancies for their properties. It was disputed the market evidence should be relied upon since the tenants had little choice other than to agree the increase in their rents. They had the choice of agreeing the rents or relocating.

### **Determination**

18. The Tribunal firstly considered whether it had jurisdiction to deal with the application. The tenancy must be one that falls within section 13 of the Act.
19. The criteria for this are:
  - a the tenant must have exclusive occupancy of the Property;
  - b the Property must be a dwelling house;
  - c the dwelling house must be let as a separate property;
  - d the tenant must be an individual;
  - e the tenant must occupy the property as their principal home; All these conditions are met in this case.
20. The following criteria must then be satisfied:

- a the tenancy is a periodic tenancy that makes no provision for a rent increase;
- b any rent increase is in the prescribed form;
- c the rent increase must be 52 weeks after the commencement of the tenancy;
- d the rent increase must also be 52 weeks after any previous increase;
- e the notice period for the increase must be at least one month;
- f the notice must be signed by the landlords;
- g the proposed rent must be specified to take effect at the beginning of a new period of the tenancy.

21. The Tribunal determined all these requirements are met.

21. The Tribunal thereafter considered the appropriate market rent for the property. In determining this, the Tribunal considered the comparable evidence provided to it.

22. The Tribunal determined that the property at 2 Cottage, West Firsby was good evidence of the open market rent for a property in the area. It was identical to the Property. The Tribunal noted 2 Cottage had undertaken some refurbishment, although the parties did not provide full details of this, other than to confirm it had double glazing throughout.

23. The Tribunal considered the Applicant's concerns regarding the new rents agreed by the tenants of the comparable properties. However, it noted there had been no increase in the rent since the original tenancy in 2016. The Respondent was now seeking an increase of £25 per month. In the light of the increase in market rents in the property market over a period of 5 years, this is a modest increase. The increase also reflects the slightly lower standard of accommodation at the Property when compared with 2 Cottage.

24. The rent for the Property is therefore in the sum of £550 per calendar month with effect from 3<sup>rd</sup> October 2021, being the date of increase in the Notice.