



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

Case Reference : **CHI/18UL/MNR/2023/0018**

Property : **9 Wheal Maria
Tavistock
Devon
PL19 8PD**

Applicant Tenant : **Mr R Weldon**

Representative : **L J Weldon**

Respondent Landlord : **Castle Lane Securities Ltd**

Representative : **Davies & Co**

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

Tribunal Members : **Mr I R Perry FRICS
Mr P E Smith FRICS
Mr S J Hodges FRICS**

Date of Inspection : **None. Paper determination**

Date of Decision : **22nd March 2023**

DECISION

Summary of Decision

1. On 22nd March 2023 the Tribunal determined a market rent of £545 per month to take effect from 1st February 2023.

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 2nd December 2022 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £545 per month in place of the existing rent of £520 per month to take effect from 1st February 2023. The notice complied with the legal requirements.
4. On 26th January 2023 the Tribunal received an application from the Tenant under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued directions on 14th February 2023 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. Both parties submitted papers by the specified dates which were also copied to the other party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 22nd March 2023 based on the written representations received.

The Property

9. From the information given in the papers and available on the internet the property comprises a semi-detached house in a rural position about 5 miles west of Tavistock. It is situated in a row of about 20 similar properties adjacent to a farm and is served by a private water supply.
10. The accommodation is described as including a Living Room, Kitchen and Bathroom all at ground floor level, 2 Bedrooms at first floor level and with a garden, parking and a "Grade II listed Privy" outside.

Submissions

11. The present tenancy agreement is dated 1st August 2016, but the original tenancy commenced 1st October 2001.

12. The Tenant states that he provides white goods, carpets, curtains, and most of the fitted kitchen units. The Bathroom was refitted by the Tenant with the aid of a disability grant, and he also installed the electric central heating.
13. The Tenant also states that there is damp in the Kitchen floor due to an ongoing leak and that internal plasterwork has 'blown'.
14. The Landlord's Agent states that 6 windows have been replaced with internal secondary double-glazing and that a roofing company is due to return to the property in March to deal with water penetration, and a plumber was expected on 17th March 2023 to repair the water leak in the kitchen.
15. The Landlords Agent refers to the rent for 10 Wheal Maria being set by the VOA at £130 per week but that 19/20 Wheal Maria were increased in May 2022 to £620 per month.

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

- 16. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only, with no oral hearing. Having read and considered the papers it decided that it could do so.
- 17. 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 Parties are not relevant to this issue.
- 18. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in the Tavistock area 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 £900 per month.
- 19. However, the Tribunal needs to adjust this figure to take account of the general condition including water ingress, and a leak in the kitchen, which is damaging the floor, and blown plasterwork.
- 20. In addition, the Tribunal needs to reflect the Tenant's improvements including the provision of a new Bathroom and heating. Further deductions should be made from the open market rent to reflect the Tenant's provision of white goods, carpets and curtains, original bathroom fittings since replaced by the tenant and the dated fittings in the kitchen.

21. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Tenant's provision of carpets and curtains	£25
Tenant's provision of bathroom fittings	£100
Tenant's provision of heating	£100
General disrepair and condition including kitchen	£100
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TOTAL per month	£355

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

Determination

23. 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 £545 per month.
24. The Tribunal directed that the new rent of £545 per month should take effect from 1st February 2023, this being the date specified in the notice.

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. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
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.