



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

Case Reference : **CHI/18UK/MNR/2023/0263**

Property : **1 Hillcrest
Race Hill
Launceston
Cornwall
PL15 9BQ**

Applicant Tenants : **Ms C Griffin**

Representative : **Mr S Griffin**

Respondent Landlord : **Mr K Basford**

Representative : **None**

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

Tribunal Members : **Mr I R Perry FRICS
Mr M J Ayres FRICS
Mr J S Reichel MRICS**

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

Date of Decision : **3rd January 2024**

DECISION

Summary of Decision

1. On 3rd January 2024 the Tribunal determined a market rent of £800 per month to take effect from 7th November 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 October 2023 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £900 per month in place of the existing rent of £725 per month to take effect from 7th November 2023. The notice complied with the legal requirements.
4. On 4th November 2023 the Applicant's Agent applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued directions on 23rd November 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 setting out their respective cases. The papers 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 3rd January 2024 based on the written representations received.
9. These reasons address **in summary form** the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

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.

The Property

10. From the information given in the papers and available on the internet, the property comprises an end-terraced house occupying an elevated position on the south-west side of Race Hill, which itself is in a residential area on the southeast side of Launceston.
11. The accommodation includes a Living room, Kitchen/Diner, 3 bedrooms, Bathroom/WC. Outside there is a garage and gardens to front and rear. The property backs onto Coronation Park. A garden shed in the rear garden is used to house a washing machine.
12. The Energy Performance Certificate states that the property has double glazed windows and gas-fired central heating, has a floor area of 117 square metres and is rated a 'C'.

Submissions

13. The initial tenancy began on 7th September 2019 at the present rent of £725 per month.
14. The Landlord states that in 2012 the property was extended and refurbished including modern kitchen units with oven, hob, American style fridge freezer, integrated dishwasher, ensuite shower room to the main bedroom, outside decking, all new flooring.
15. The Landlord states that the Tenant has refused him access so that he cannot comment on the present condition. He provides details of two 3-bedroom properties advertised to let in Tavistock and Exeter with asking rents of £1,050 per month and £1,450 month respectively. He suggests an average 3-bedroom semi detached house in the area would be £986 per month and that the subject property has 3 double bedrooms, two bathrooms, a spacious living room and a garage.
16. The Tenant's Agent provides details of three 3-bedroom houses available to rent in Launceston itself with asking rentals of £725-£750 per month.
17. The Tenant's Agent states that the double glazing is only partial and refers to the poor condition of the decking floor, shed roof and shed floor. Photographs of these faults are provided. In addition, that the ensuite shower leaks through the kitchen ceiling, that the lounge ceiling shows signs of a water leak above, the lock to the french door is defective, that there are no smoke detectors and no CO2 alarm for the wood burner, making the woodburner unusable.

Findings of Fact, Consideration and Valuation

18. 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 although the Tribunal would have preferred to see an inventory of when the property was first let to the Tenant some 4 years ago.

19. 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.
20. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Launceston and surrounding villages 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 £850 per month.
21. It is unfortunate that the Landlord has been unable to inspect the property to comment upon the condition. From the evidence given with associated photographs there has clearly been some deterioration in the condition of the outside of the property from when it was extended and refurbished in 2012. The Tribunal would hope that the Landlord and Tenant can soon arrange an inspection to remedy some of the defects, in particular any shortcomings in smoke or CO2 alarms.
22. Based on the information provided the Tribunal decides that the open market rent of £850 should be reduced by a figure of £40 per month to reflect condition and £10 per month to reflect the Tenant's provision of washing machine. The new rent of £800 per month shall apply with effect from 7th November 2023, this being the date specified in the notice.
23. 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

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 £800 per month.
25. The Tribunal directed that the new rent of £800 per month should take effect from 7th November 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.