



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

Case Reference : **CHI/00HG/MNR/2024/0051**

Property : **21 Claytonia Close
Plymouth
Devon
PL6 7EU**

Applicant Tenant : **Mr M Dolton**

Representative : **None**

Respondent Landlord : **Mr S Harvey**

Representative : **TLC Property Group**

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 F Donaldson FRICS
Mr K Ridgeway MRICS**

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

Date of Decision : **11th April 2024**

DECISION

Summary of Decision

1. On 11th April 2024 the Tribunal determined a market rent of £675 per month to take effect from 1st March 2024.

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 1st October 2023 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £675 per month in place of the existing rent of £575 per month to take effect from 1st March 2024.
4. On 29th February 2024 the Tenant 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 8th March 2024 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. The Tenant submitted papers by the specified date. 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 11th April 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. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. 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 a first floor flat within a modern 3-storey purpose-built block of similar flats in a residential area 5 miles north of Plymouth. All main amenities are available within the city.
11. The accommodation is listed as including a small entrance area, a living/dining room, kitchen, 2 bedrooms, bathroom and a small laundry cupboard. There is a single nominated car space.
12. The property has gas-fired central heating and double-gazed windows. The EPC rating was a 'B' but the certificate expired on 15th September 2018

Submissions

13. The initial tenancy began on 1st December 2015.
14. The Tenant contends that the notice of rent increase is defective at point 2 which states the existing rent to be £575 when in fact it is £595. He considers the rent increase to be neither fair nor realistic.
15. The Tenant had also submitted an application for a case management order to the effect that the notice should be dismissed or set aside because the Landlord had not made any submission to the Tribunal in the time specified. In fact he had made no submission.
16. The Tenant states that the floors are laminate, except for the Bathroom, and that he provides a number of rugs. A cooker is provided but no fridge or washing machine.
17. The Tenant also gives details of a number of historic issues and lists current defects all of which have been notified to the Landlord's Agent. In particular he states that the oven and hob are unsafe and therefore unusable. He also provides internal photographs which illustrate the points he has raised.
18. Neither party provided evidence of comparable rents in the area.

Consideration and Valuation

19. 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.
20. The Tribunal first considered the original notice which specified an incorrect present rent and was dated October 2024, which the Tribunal took to be October 2023. Whilst the notice was defective in respect of these points the Tribunal did not consider that it was sufficiently so to justify a dismissal. The main point of the notice is to give notice of a new rent and the date from which the new rent would apply.
21. The Tribunal also considered the Tenant's application that the case be dismissed because the Landlord had not made any submissions by the date specified in the

Directions. Neither party is required to make a submission if they do not wish to do so but the Tribunal may proceed to a decision based on the information that has been provided. Accordingly the application to dismiss the case is refused.

22. 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.
23. Having carefully considered the representations from the Tenant and associated correspondence and using its own judgement and knowledge of rental values in the Plymouth 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 at least £750 per month.
24. However, the property is not let in such condition to command a full rent and the Tribunal decided that this should be reduced by £30 per month to reflect the defective cooker and Tenant's provision of fridge and washing machine. A further reduction of £45 per month is applied to reflect the various items of disrepair specified by the Tenant.
25. 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

26. 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 £675 per month.
27. The Tribunal directed that the new rent of £675 per month should take effect from 1st March 2024, 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.