



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

Case Reference	:	HAV/00HG/MNR/2025/0718
Property	:	Flat 4, 71 Beaumont Road Plymouth Devon PL4 9BW
Applicant Tenant	:	Ms K Couch
Representative	:	None
Respondent Landlord	:	Mr C Downham
Representative	:	None
Type of Application	:	Determination of a Market Rent - sections 13 & 14 of the Housing Act 1988
Tribunal Members	:	Mr J G G Wilson MRICS Mr P E Smith FRICS
Date of Application	:	18 June 2025
Date of Decision	:	11 August 2025

DECISION

On 11 August 2025 the Tribunal determined a market rent of £915 (Nine Hundred and Fifteen Pounds) per Calendar Month to take effect from 21 June 2025.

REASONS

Background

1. By way of an application given to the Tribunal dated 18 June 2025 (albeit received 19 June 2025), the Applicant ("the tenant") of Flat 4, 71 Beaumont Road, Plymouth, Devon, PL4 9BW (hereinafter referred to as "the property") referred a Notice of Increase in Rent ("the Notice") by the Respondent ("the landlord") of the property under Section 13(2) of the Housing Act 1988 ("the Act") to the Tribunal.
2. The Notice, dated 16 May 2025, proposed a new rent of £950 per calendar month in lieu of a passing rent of £775 per calendar month, to take effect from 21 June 2025.
3. Ms Couch's tenancy agreement is dated 20 January 2023 and is for a term of six months from 21 January 2023 at a rent of £725 per calendar month.
4. The Tribunal issued Directions dated 4 July 2025 advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within seven days. The parties were also advised that, whereas no inspection would be undertaken, the Tribunal would seek to view the property on the internet. (Paragraphs 5 and 6 of the Directions respectively.)
5. The Rent Appeal Statement includes for provision of photographs to assist the Tribunal to understand the case and to help the party to present the issues.
6. The Directions required the landlord and the tenant to submit their completed Rent Appeal Statements ("Statement") to the Tribunal by 18 July 2025 and 1 August 2025 respectively, with copies to be sent to the other party. Whereas the landlord has submitted a Statement in accordance with the Directions, the tenant has not submitted a Statement.
7. Mr Downham's Statement includes a selection of photographs of the property to assist to present his case.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 11 August 2025 based on the tenant's application under section 13(4) of the Housing Act 1988, Mr Downham's Statement and of its own expert, general knowledge of rental values in the area.
9. The Tribunal has read the papers and Mr Downham's submissions in full. In this decision the Tribunal does not discuss each point given but limits it to those relevant to the determination of the market rent in accordance with the legislation.

The Property

10. From the information provided in the papers and Google Street View, Flat 4, 71 Beaumont Road is a first floor, one-bedroom flat in a two-storey late Victorian

terrace house of traditional brick construction with a pitched tiled roof, now converted into four flats.

11. The accommodation comprises, first floor – entrance hall/utility area, open plan reception room/kitchen, bedroom and en suite shower room/WC.
12. No. 71 is on that part of Beaumont Road to the east of Beaumont Park.

The Tenancy Agreement

13. The tenancy agreement is dated 20 January 2023 and is for a term of six months from 21 January 2023 at a rent of £725 per calendar month, payable monthly in advance.
14. At the expiration of the fixed term, the tenancy has continued as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). The tenant is required to give at least one month's notice to terminate the tenancy.
15. The tenant covenants, inter alia, to pay the rent, to pay Council Tax, to keep the inside of the Property including its contents, fixtures and fittings in the same condition, cleanliness, repair and decoration as at the start of the tenancy (except for fair wear and tear).
16. Similarly, the landlord covenants, inter alia, to provide for quiet enjoyment, to pay all assessments and outgoings regarding the property as set out in the tenancy agreement (this includes the Water and Electricity charges) and to comply, in effect, with all statutory requirements to include section 11 of the Landlord and Tenant Act 1985, which is to keep the property in repair and proper working order.
17. Whereas the tenancy agreement, in effect, provides for its continuation as a periodic tenancy, there is no rent review clause.

Submissions

18. Mr Downham's Statement was submitted on 17 July 2025 and was copied to the tenant the same day.
19. Mr Downham describes Flat 4 as being on the first floor with the accommodation to comprise: large lounge/kitchen, a utility sink area, a separate bedroom with en suite shower/basin/WC. Within his Statement Mr Downham has included a selection of photographs taken just prior to the tenancy's commencement date in January 2023.
20. Under 'Features', Mr Downham says Central Heating, Double Glazing, Carpets & Curtains and the White Goods have been provided by the landlord, albeit the washing machine is a shared facility. Mr Downham goes on to say there is permit parking in the area and the use of the communal garden. Thereafter Mr Downham lists items of improvement which include: a new fan, new laminate floors to the reception room and hall, the house front having been repaired and repainted and the provision of a new hob. The Tribunal determines these works are not improvements but are works otherwise required to be carried out by the landlord as a part of the day-to-day maintenance and upkeep of the property.

21. Under 'Condition of the property...Disrepairs/Defects...', Mr Downham says there are "None" and goes on to say both the bathroom and kitchen fittings were in good condition at the commencement of the tenancy and that the oven had been replaced in February 2023 and the hob had been replaced in January 2025.
22. Under 'Any Other Comments', Mr Downham says the property is in a popular central location in the city (PL4 postcode), within walking distance of the city centre and parks.
23. Under 'Your assessment of the rental value of the property', Mr Downham says Flat 4 is the largest flat in the building and goes on to list each unit "broken down by room size." The other three flats are studios/bed-sitting rooms.
24. Mr Downham provides details of the Water and Electricity charges for the building, which are paid for by him, "...as such the monthly rent each tenant pays includes utilities (there is no gas in the property)." The amounts per month are listed as: Electricity - £383 standing order; and Water - £168.10 direct debit, in aggregate to equal £551.10 for all four flats. Mr Downham has provided a copy of EDF's energy bill for the period 14 April 2025 to 9 May 2025, in aggregate £133.95. In addition, Mr Downham has provided a copy of South West Water's invoice for the period 1 April 2025 to 31 March 2026 in the sum of £1,681.36. From this Mr Downham estimates the 'monthly utility bill contribution per flat is around £138, which forms part of the monthly rent.'
25. Thereafter Mr Downham says that since 15 May 2025, flats 1, 2 & 3 have been let to an agency at £800 per month, per flat, but this does not include utilities, as the agency has taken over the responsibility for their payment in the building. Mr Downham reimburses the agency £150 per month for the utilities at Flat 4.
26. Mr Downham's valuation to an increase in rent to £950 per month is the aggregate of £800 per month being the current rents being paid for each of the other three flats in the building, with an additional £150 "to cover the proportion of the building water and electricity charges..." [sic].
27. Mr Downham concludes by providing outline details of three similar properties in the PL4 area (postcode) which he says do not include utility costs. In outline as follows: (1) a ground floor one-bedroom flat in Bedford Park, unfurnished, quoting £950 per calendar month; (2) an upper floor one-bedroom flat on Connaught Avenue, unfurnished, quoting £950 per calendar month; and (3) a ground floor one-bedroom flat on St Leonard's Road, unfurnished, quoting £850 per calendar month.

The Law

Section 14, Housing Act 1988 - 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 of the dwelling-house concerned or are payable under separate agreements.

28. In accordance with the terms of section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the tenancy. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy.

Considerations and Valuation

29. The Tribunal first considered whether it felt able to determine this case reasonably and fairly based on the papers submitted only, with no oral hearing. Having read and considered the papers the Tribunal decided it could do so.
30. The Tribunal is required to determine the rent at which the 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(s) are not relevant to the issue.
31. Whereas the landlord, Mr Downham, has given a Statement, the tenant, Ms Couch has not given a Statement. However, in her application to the Tribunal, Ms Couch has given outline details of the property, which include its facilities, the furniture (which the Tribunal notes are the White Goods provided by the landlord), services – being the shared use of the washing machine and responsibility for repairs. All of which are confirmed by Mr Downham in his Statement and in the copy tenancy agreement provided.
32. Having considered the comparable evidence provided and of its own expert, general knowledge of rental values in the area, the Tribunal determined that the market rent for the property in good tenantable condition would be £825 (Eight Hundred and Twenty-Five Pounds) per Calendar Month.
33. From its analysis of the papers to include Mr Downham's submissions, the Tribunal has determined adjustments are required to its determination of the market rent of the property, as follows.
 - The washing machine provided by the landlord is a shared facility located within the communal parts of the building.
 - The tenancy is inclusive of Water and Electricity charges, on which the Tribunal expands on below.
34. Mr Downham has assessed the adjustment for the utilities attributable to the property at £150 per month. The Tribunal notes the EDF energy bill includes an estimated energy cost for the year based on latest energy use, balance and tariff prices at £3,316.21 per year. The South West Water bill for the year ending 31 March 2026 is £1,681.36. The aggregate of the two sums is £4,997.57 for the year, an equivalent £416.46 per month; divided equally between the four flats, to equal £104.12, say £100 per month when rounded. The Tribunal has determined the

adjustment to the market rent attributable to the benefit to the tenant of Water and Electricity charges being included in the rent payable is £100 per month.

35. Following the above, the Tribunal's valuation is shown below:

Market rent for the property (£ PCM) -	£825
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With adjustments (£ PCM) for:

The shared use of the washing machine	(£10)
Water and Electricity charges	<u>£100</u>
	£90

Market rent (per calendar month)	£915
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36. Ms Couch has not given any submission to the Tribunal that the starting date for the new rent specified in the Notice would cause her undue hardship.
37. Accordingly, the Tribunal directs that the new rent of £915 per Calendar Month should take effect from 21 June 2025. This being the date specified in the Notice proposing a new rent.

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 by email to rpsouthern@justice.gov.uk 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 days' 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 days' 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.