



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

Case Reference : **HAV/18UG/MNR/2025/0720**

Property : **11 The Bank Flats
Mill Tail
Mill Lane
Totnes
Devon
TQ9 5DE**

Applicant Tenant : **Ms D Price**

Representative : **None**

Respondent Landlord : **London & Western Holdings Plc**

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 J S Reichel MRICS
Judge C Skinner**

Date of Application : **23rd June 2025**

Date of Decision : **22nd September 2025**

DECISION

Summary of Decision

1. On 22nd September 2025 the Tribunal determined a market rent of £630 per month to take effect from 24th June 2025.

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 25th April 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £750 per month, in place of the existing rent of £595 per month, to take effect from 24th June 2025. The notice complied with the legal requirements.
4. On 23rd June 2025 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 1st August 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations and without a hearing. The parties were invited to make submissions which could include photographs or videos.
7. The Landlord and Tenant both submitted Rent Appeal Statements which had been copied to the opposing party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 22nd September 2025 based on the written representations received.
9. The Tribunal noted that the Tenant's statement was submitted late at 21.27 hours on 29th August 2025, missing the deadline by nearly 4 ½ hours.
10. Before proceeding to a determination, the Tribunal considered whether it should accept the late submission for the Tenant.
11. Having regard to Rule 3 – Overriding objective, of its own Procedural Rules “to enable the Tribunal to deal with cases fairly and justly” the Tribunal considered that the Respondent would not suffer any undue prejudice if the Tribunal were to allow the submission from the Tenant and decided that it would accept the late submission
12. These reasons address **in summary form** the key issues raised by the parties. They do not recite each and every detailed 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

- 13. From the information given in the papers and available on the internet, the property comprises a first and second floor maisonette above a shop with accommodation comprising a living room, kitchen, 2 bedrooms and bathroom, and is situated on the west side of the River Dart close to the centre of Totnes.
- 14. There is no parking space or garden.
- 15. The accommodation has no central heating. The Energy Performance Rating is 'F'.
- 16. The Tribunal was provided with a copy of the original lease which requires the Tenant to keep the inside of the property, the sash cords windows, internal plaster, floors and ceilings and the entrance door 'in repair'. The agreement also requires the Tenant redecorate the inside of the property in the last 2 months of her tenancy.

Submissions

- 17. The initial tenancy began on 26th February 1993.
- 18. The Tenant says there is no parking space and she purchases a space nearby whilst the Landlord states that parking is included. The Tribunal noted that there is no parking space specified in the lease.
- 19. The Tenant states that the internal fittings all date from 1993 and that carpets are so old that she covers them with rugs. She also provides all curtains and fittings.
- 20. Photographs provided by the Tenant show the property to be in fair internal condition although the underlay to floorings is disintegrating, windows are covered in condensation and there is some plaster damage visible.
- 21. In recent years the Landlord has provided a night store heater, heated towel rail and new Upvc windows to the kitchen and rear bedroom.

22. The Tenant refers to a previous decision of the Tribunal in 2014 when the rent was last increased following an inspection and hearing. She refers to items within that decision including some mould growth, windows not fitting satisfactorily and single skin walls. She avers that the Tribunal reduced the theoretical open market rent by 17.9% to reflect its condition at that time.
23. The Landlord's Statement suggests that carpets and curtains may have been provided by a previous owner, but is unsure, and that white goods are provided by the Tenant.
24. The Landlord lists works carried out in the last 5 years which includes some loft installation, provision of 2 new heaters and a double-glazed window. Other 'improvements' are listed which the Tribunal considers to be repairs rather than improvements.
25. The Landlord states that the adjacent flat at 13 The Banks is let for £875 per month and provides a Rightmove Best price Guide with asking rentals for 2-bedroom flats in Totnes having asking rentals from £750 to £950 per month. The agent does not provide any details of rents achieved.

Consideration and Valuation

26. 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.
27. The provision of photographs had been particularly helpful to the Tribunal.
28. 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.
29. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Totnes 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 £875 per month.
30. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord. This is not the case in respect of this property.
31. The Tribunal decided that an adjustment should be made to reflect the poor Energy Performance Rating which reflects insulation, single glazing and electric heaters.
32. In addition, the Tribunal needs to reflect the Tenant's liability for internal repair and decoration, the dated kitchen and bathroom fittings. Further deductions

should be made from the open market rent to reflect the Tenant's provision of white goods and curtains and the poor condition of carpets.

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

Tenant's provision of white goods	£30
Tenant's provision of curtains	£10
Aged and disintegrating carpets	£30
Tenant's liability for internal repair/decoration	£60
Dated kitchen and bathroom fittings	£75
Poor EPC	£40

TOTAL adjustment per month	£245

34. 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

35. 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 £630 per month.
36. The Tribunal directed that the new rent of £630 per month should take effect from 24th June 2025 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.