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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>                                                                    |
| <b>Case Reference</b>                                                             | <b>HAV/00HG/MNR/2026/0062</b>                                                                                                                   |
| <b>Property</b>                                                                   | <b>First Floor Studio, 70 Alma Road,<br/>Plymouth, Devon, PL3 4HD</b>                                                                           |
| <b>Tenant</b>                                                                     | <b>Miss D Clarkson</b>                                                                                                                          |
| <b>Tenant's Representative</b>                                                    | <b>Miss P Clarkson</b>                                                                                                                          |
| <b>Landlord</b>                                                                   | <b>Mr A Deacon</b>                                                                                                                              |
| <b>Landlord's Address</b>                                                         | <b>C/o CityLets</b>                                                                                                                             |
| <b>Landlord's Representatives</b>                                                 | <b>Mr J Deacon &amp; Mr L Turner<br/>CityLets Plymouth Limited<br/>Unit 4, Beechwood House<br/>Beech Avenue<br/>Plymouth, Devon<br/>PL4 0QQ</b> |
| <b>Date of Application</b>                                                        | <b>3 March 2026</b>                                                                                                                             |
| <b>Type of Application</b>                                                        | <b>Determination of a Market Rent<br/>sections 13 &amp; 14 of the Housing Act 1988</b>                                                          |
| <b>Tribunal Members</b>                                                           | <b>Mr J G G Wilson MRICS – Chair<br/>Mr J Reichel BSc MRICS</b>                                                                                 |
| <b>Date of Decision</b>                                                           | <b>27 May 2026</b>                                                                                                                              |
| <b>Rent Determined</b>                                                            | <b>£675 per Calendar Month</b>                                                                                                                  |
| <b>Date the new rent takes effect</b>                                             | <b>27 May 2026</b>                                                                                                                              |

## **REASONS FOR THE DECISION**

### **Background**

1. On 27 January 2026 Mr James Deacon, on behalf of the Landlord, served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £700 per calendar month (pcm) in place of the existing rent of £448 pcm to take effect from 23 March 2026.
2. On 3 March 2026 (received by the Tribunal on 9 March 2026), under Section 13(4)(a) of the Housing Act 1988, Miss Clarkson referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. Both Miss Clarkson's covering letter to the Tribunal and her Rents 1 form are dated 3 March 2026.
3. The landlord is required to have sent his reply and evidence (their case) to the Tribunal within 28 days of 3 March 2026. Correspondingly, the tenant is required to have sent her reply to the landlord's case within 14 days of receipt of the same.
4. In her application, Miss Clarkson requested both an inspection of the property and a hearing. Whereas the Tribunal determined that an inspection was not required to give its decision, the Tribunal determined a hearing was required. An on-line hearing was held by Cloud Video Platform ('CVP') on Wednesday 27 May 2026 commencing at 1130 am. Miss Devon Clarkson attended the hearing, with Miss Paris Clarkson to assist her. Mr James Deacon attended the hearing on behalf of the landlord.
5. At the commencement of the hearing, the Tribunal informed the parties it had read the bundle in full, this was an opportunity for the parties to reiterate any points they wished to highlight, that each party would be given the opportunity to ask questions of the other side, and that subject to how matters progressed, the Tribunal may have its own questions of the parties and seek clarification on any matters and submissions given. As it happened neither party had any specific questions for each other, however the Tribunal had various points for the parties to clarify, which are outlined in their respective paragraphs in this decision.
6. During the hearing it became clear to the Tribunal that there were outstanding matters that required Directions ('the Directions') be given to the parties. Directions were subsequently given to the parties dated 29 May 2026.
7. The assured tenancy provided to the Tribunal is for a fixed term of six months commencing 23 November 2021. The rental period is monthly, payable in advance on the first Monday of each month. Pursuant to issuing the Directions

the Tribunal has been provided with a second tenancy agreement, which Mr Deacon had referred to in both his Detailed responses and in oral submissions at the hearing. In outline, the landlord had concluded a new tenancy was required on acquisition of the property from the tenant's previous landlord, Larch Housing Association, for whom Bloom Social Housing acted as their 'agent.'

8. The Tribunal thanks Miss D Clarkson, Miss P Clarkson and Mr Deacon for their submissions, oral evidence and assistance at the on-line hearing.

### **Allocation of Repairs between Landlord and Tenant.**

9. Maintenance – in her application, Miss Clarkson says she is to make good to any damage to the premises, its fixtures, fittings and the common parts. The Tribunal notes this concurs with paragraph headed 'Damage (10)' in her tenancy agreement, with fair wear and tear excepted.
10. The landlord's obligations with respect to repairs are at paragraphs headed, 'Repair of structure and exterior (3), Repair of installations (4), Repair of Common Parts (5) and External decorations (6).'
11. At the hearing Mr Deacon confirmed the parties' repairing obligations are in accordance with section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act').
12. Pursuant to the Tribunal's Directions Mr Deacon gave a copy of the second tenancy agreement between Deacon Properties Plymouth Limited and Devon Clarkson for the property. The second tenancy agreement has been signed by the landlord/landlord's agent and is dated 31 March 2025 but has not been signed by Miss Clarkson. The Tribunal's interpretation of the parties' repairing obligations coupled with application of the statute of the second tenancy agreement align with paragraphs 9, 10 and 11 above.
13. On page 1 of the tenancy agreement it says, 'The Rent includes (subject to the Fair Usage Policy): WATER, GAS, ELECTRICITY, BROADBAND, TV LICENCE (communal TV only) and COUNCIL TAX.'

### **Services or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.**

14. Services: under General Terms, Services (3) in the tenancy agreement are listed various items to be provide by the landlord for which the tenant will pay £10 per week. Miss Clarkson refers to such Services in section 8 of her application. Mr Deacon confirmed in oral submissions that the landlord has ceased to charge the tenant the £10 per week as detailed and that section 11 of the 1985 Act applies.

15. Miss Clarkson says that no furniture is provided under the tenancy.

### **Liability for Council Tax**

16. In her application Miss Clarkson says the rent does not include Council Tax and goes on to say she receives a Council Tax exemption, for which she subsequently confirmed in oral submissions, she has an exemption. Mr Deacon, in his oral submissions said Bills are included in the tenancy. As outlined in paragraph 13 above, this includes Council Tax. On the bases of the evidence before it, the Tribunal has determined the rent it is required to determine is inclusive of Council Tax, although noting that the current tenant is exempt.

### **Any other terms of the tenancy taken into consideration in determining the rent.**

17. As outlined in paragraph 13 above and by Mr Deacon in his oral submissions the Tribunal understands 'Bills are included' in the tenancy. Gas, water, electricity and an internet connection are all provided by the landlord and are included in the rent. Miss Clarkson added that as she was unable to connect to the landlord's internet service, she had been obliged to source her own.

### **Inspection/Hearing**

18. As outlined in paragraph 4 above, Miss Clarkson had requested both an inspection of the property and a hearing. The Tribunal concluded the Tribunal was able to give its decision without an inspection, on the bases of the papers provided by the parties but with a CVP hearing, having viewed the property on the internet, its own knowledge and specialist expertise. The on-line hearing took place on 27 May 2026.

### **The Property**

19. In the tenancy agreement 70 Alma Road is described as a semi-detached property that consists of a separate two-bedroom flat, one self-contained studio flat, and three further shared rooms that have use of a shared kitchen, shared bathroom and a further second WC.
20. The property is the first-floor studio accessed off the common parts entrance hall, stairs and landing with accommodation comprising – studio with open plan kitchenette and bathroom/WC with shower cubicle.
21. Outside there is a garden, a driveway and a parking space, all for shared use.

22. From the photographs provided the building is of traditional construction with render having been applied to the elevations.
23. Alma Road lies on the western side of Central Park, to the northwest of Plymouth railway station. The Devon Expressway is to the north.

## **Evidence**

24. Whereas Miss Clarkson has not submitted a Statement (Rents 1B reply), she has given submissions in her Rents 1 form and accompanying letter dated 3 March 2026. Mr James Deacon with Mr Turner's assistance, has given a Statement on behalf of the landlord in his Rents 1A form dated 15 April 2026 with its accompanying documents. Miss Clarkson has provided both internal and external photographs of the property to assist her to present her case.
25. Both Miss Clarkson and Mr Deacon gave oral evidence and submissions at the hearing. Miss Paris Clarkson has assisted Miss Clarkson at the hearing and in giving her oral and written submissions.
26. Pursuant to the Directions, both parties provided further documents and submissions to the Tribunal, as requested.

### *The Tenant – Miss D Clarkson*

27. Under section 4 – Notices, Miss Clarkson says: (1) there are no working fire alarms, (2) in comparison to other properties in the area, plus a lack of proper health and safety, it is an unreasonable increase, (3) in comparison to other properties in the area it is above average.
28. Miss Clarkson says the rent includes charges for utilities but gives no further details. Miss Clarkson adds that she has not been given a new tenancy agreement from when the landlord acquired the property a year ago and says the property is a studio in an HMO with an annex. In outline the property is described as a first-floor studio, with one bathroom/WC. There is a garden, which is described as overgrown and unsafe.
29. Under any other facilities, Miss Clarkson says the garden is overgrown and unsafe to use. Under shared accommodation, Miss Clarkson says, 'three times bedroom with three tenants. People in two-bedroom annex.' There is no furniture provided. Under 'Services', Miss Clarkson says, 'They should, but don't. In accordance with my tenancy.' Miss Clarkson goes on to confirm she pays £10 per week for services.

30. Under 'Improvements', Miss Clarkson says she has plastered a wall, added a metal plate, had to carry out some decorations, sound-proofed a window, and at the hearing confirmed she had replaced the curtains.
31. At section 11, Miss Clarkson says the market rent payable is £600 pcm and says she attaches outline lettings' particulars drawn down from Rightmove as follows:
1. Milehouse Road, Stoke, Plymouth – a one-bedroom, one bathroom flat at £675 pcm.
  2. Mutley Plain, Mutley, Plymouth – a studio with one bathroom at £615 pcm.
  3. St Lawrence Road, Plymouth – a studio at £615 pcm.
  4. Studio flats to rent in Stoke, Plymouth at £600 pcm.
32. Miss Clarkson goes on to say there are problems with rodents in the unkept bin area, there is a security issue associated with the use of a near-neighbouring property. In concluding oral submissions at the hearing Miss Clarkson reiterated her concerns about the fire alarm, the anti-social behaviour and security problems in the street associated with the use of a near-neighbouring property, the wall she had been required to replaster, kitchen units that do not match, the fixtures and fittings are not of a high specification, there is damp and items of disrepair.

***The landlord – Mr J Deacon and Mr L Turner***

33. Mr Deacon confirms he served the landlord's section 13 rent increase notice, that the landlord still wishes to charge the rent proposed, and that he does not agree the details of the tenancy given by Miss Clarkson.
34. Mr Deacon assisted the Tribunal with omissions of text due to the incomplete nature of the bundle and clarified various points. With respect to the tenancy agreement, Mr Deacon provided the Tribunal with the complete text under section 2.2 of Rents 1A. The points clarified for the Tribunal were that the service charge of £10 is no longer charged, and that the landlord had decided a new tenancy was required as the original landlord had fallen away. A copy of the proposed new tenancy had been forwarded to Miss Clarkson. The Tribunal pointed out that the copy of the existing tenancy in the bundle was confusing as it appears to have been paginated in an incorrect order. The Tribunal confirmed it would issue Directions requiring the landlord to submit copies of both tenancy agreements.

35. Mr Deacon confirmed the missing text under section 2.5 of Rents 1A to the effect the market rent proposed has been derived from the landlord's portfolio and properties in the same area. This includes the agreements with the three other rooms in the building, albeit that they are not studios, inclusive of Bills, of similar or lower quality properties, which range from £750 pcm to £1,083 pcm plus in the area. The increase to £700 pcm was to mitigate any issue with affordability towards the tenant. The reference to Annex 4 is to those comparable lettings drawn down from Rightmove and in the bundle.
36. Mr Deacon confirmed there is an up-to-date Fire Certificate for the building and the property is legally compliant with respect to residential lettings, typically a gas safety certificate. Mr Deacon confirmed there is shared use of the driveway and parking space, and the garden is not within the demise.
37. Mr Deacon says CityLets runs a very user-friendly maintenance reporting system.
38. Thereafter Mr Deacon confirmed the landlord had provided gas fired central heating, double glazing and the carpet in the studio. Whereas the gas boiler is situated in another room in the building, to which Miss Clarkson does not have direct access, there is a thermostat on the radiator in the property to control the temperature. Of the White Goods, Mr Deacon confirmed the landlord had provided the washing machine and the cooker. Mr Deacon accepted that Miss Clarkson has provided the refrigerator and the curtains (the latter having been hung pursuant to the re-plastering works).
39. Mr Deacon reiterated the property is self-contained ('standalone') with a bathroom/WC plus a shower cubicle. Access to the studio is from the shared communal hallway and stairs. Finally, Mr Deacon confirmed the rent is inclusive of 'Bills', including heating.
40. Mr Deacon submits that comparable properties to the subject inclusive of Bills achieve market rents of £850 pcm.
41. The comparable studio lettings provided by Mr Deacon and Mr Turner are separated into three annexures, each with the following rental prices per calendar month.

Annex 4 – from £650 pcm to £802 pcm,  
Annex 3 – from £802 pcm to £884 pcm, and  
Annex 2 – from £893 pcm to £1,196 pcm.

The Tribunal notes that within Annex 4 is a studio to let on Alma Road at £750 pcm. The property is described as 'A well-presented furnished studio apartment

located on Alma Road...' The marketing material drawn down from Rightmove shows the studio has a bathroom/WC.

### **Determination and Valuation**

42. Whereas the Tribunal has read all the contents of the bundle (the papers), it limits its discussion and considerations to those points relevant to reach its determination.
43. Whereas Miss Clarkson has not provided the Tribunal with replies in a Rents 1B form, she has provided submissions in her application with accompanying letter. Mr Deacon and Mr Turner have provided the Tribunal with replies in their Rents 1A form. Both Miss Clarkson and Mr Deacon gave oral evidence and submissions to assist the Tribunal at the hearing. In addition to which, both Miss Clarkson and Mr Deacon gave their replies to the Directions.
44. Miss Clarkson says the market rent payable is £600 pcm. Mr Deacon says the market rate for this studio, inclusive of Bills, is £850 pcm, albeit the landlord still wishes to charge the rent proposed in the notice of £700 pcm. Of the comparable lettings evidence given by the parties, the Tribunal has attributed weight to the studio to let in Alma Road at £750 pcm.
45. Taking into consideration the comparable lettings evidence and submissions on market rent of the parties and applying its own expert, general knowledge of rental values in the area, the Tribunal determines the market rent of the subject property modernised, in good order, unfurnished and inclusive of Bills to be £750 per calendar month. That is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties having white goods, central heating, double glazing, carpets and curtains provided by the landlord.
46. From the parties' submissions and the oral evidence given at the hearing, the Tribunal has determined adjustments to the market rent are required to reflect Miss Clarkson's provision of the curtains and the refrigerator. The Tribunal notes and thanks Mr Deacon's for his assistance and agreement in oral submissions to these two features.
47. Miss Clarkson has given submissions on specification, the fire alarm, security issues, works carried out by her, damp and items of disrepair (typically, no working windows). It is impractical for the Tribunal to attribute individual adjustments to these valuation factors. A single adjustment to reflect the same is determined in the sum of £50 per calendar month.

48. In summary, the Tribunal has made the following adjustments to its determination of the market rent:

- a) The tenant's provision of the curtains,
- b) The tenant's provision of the refrigerator, and
- c) General – valuation factors, as outlined in paragraph 47.

49. The Tribunal's valuation is as follows:

|                                                     |                |
|-----------------------------------------------------|----------------|
| Starting Rent                                       | £750 pcm       |
| <u>Less</u>                                         |                |
| a) Tenant's provision of the curtains - £10 pcm     |                |
| b) Tenant's provision of the refrigerator - £15 pcm |                |
| c) General – valuation factors - £50 pcm            | <u>£75 pcm</u> |

**Market rent** **£675 pcm**

### **Undue Hardship**

50. The new rent takes effect from the date specified in the landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.

51. Miss Clarkson says the rent increase to £700 pcm is impossible for her to source quickly and would cause her undue hardship. Miss Clarkson says she was diagnosed with Autism as a child and suffers from mental health issues. Miss Clarkson has informed the Tribunal she relies on Universal Credit and Personal Independence Payment to live on.

52. In section 2.8 of the landlord's Rents 1A form, Mr Deacon's submissions are incomplete and accordingly, unclear. At the hearing, at the request of the Tribunal, Mr Deacon dictated the submissions in full, and subsequently provided the same pursuant to the Directions, as follows: 'We would like the Tribunal Service to have the tenant confirm their income and eligibility for support. From experience in dealing with Housing Charities supporting those claiming Universal Credit and other support elements £700 should be affordable for the tenant.'

53. Upon confirmation of the Tribunal's understanding of Mr Deacon's dictation, it was apparent Miss Clarkson had neither received the submissions in full, nor, accordingly, been given the opportunity to give her replies. The Tribunal confirmed to the parties that its Directions would include a requirement for Mr Deacon to give the submissions on hardship in full, and subsequently a

requirement for Miss Clarkson to give her replies. As outlined in paragraph 52, Mr Deacon subsequently submitted the text to follow the Directions.

54. In her case management application dated 19 June 2026, Miss Clarkson requested an extension of time to give her replies to the landlord's submissions on hardship. It is not necessary for the Tribunal to expand on its decision dated 26 June 2026, suffice to say Miss Clarkson's application was granted and the date by which Miss Clarkson was to have given her submissions was amended to 10 July 2026.
55. Miss Clarkson has submitted to the Tribunal and copied to the landlord a 'Form for replying to an attachment of earnings application' dated 10 July 2026. For the purposes of this decision the Tribunal has determined not to expand on the details given in the form.
56. Mr Deacon in his email in reply to the Tribunal dated 15 July 2026 questions the regular payment for Water charges, as it was established at the hearing the landlord pays for the utilities.
57. As a result of our decision the rent will increase from the current rent payable of £448 per month by £227 per month, up to £675 per month, which from Miss Clarkson's submissions is £75 per month more than her opinion of the market rent. From the submissions of the parties on hardship the Tribunal has determined the increase in rent payable due to its decision will cause Miss Clarkson undue hardship and determines the start date of the new rent to be 27 May 2026, the date the Tribunal made its determination of the market rent.

## **Decision**

58. Therefore, the Tribunal determines the market rent at £675.00 (Six Hundred and Seventy-Five Pounds) per calendar month with effect from 27 May 2026.

## **APPEAL PROVISIONS**

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.