



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

**Case Reference** : **CHI/18UG/MNR/2020/0017**

**Property** : **39 Courtenay Park  
South Brent  
Devon  
TQ10 9BT**

**Applicant** : **Ms S Spenadel**

**Representative** : **None**

**Respondent** : **LiveWest Homes Ltd**

**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 N Robinson FRICS  
Mr M Woodrow MRICS**

**Date of Inspection** : **None. Decided on the papers**

**Date of Decision** : **19<sup>th</sup> February 2021**

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**DECISION**

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## **Summary of Decision**

1. On 19<sup>th</sup> February 2021 the Tribunal determined a market rent of £163.85 per week to take effect from 6<sup>th</sup> April 2020.

## **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 25<sup>th</sup> February 2020 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £118.95 per week including £0.64 for services, equating to £515.45 per month, in place of the existing rent of £115.20 per week, equating to £499.20 per month, to take effect from 6<sup>th</sup> April 2020. The notice complied with the legal requirements.
4. On 3<sup>rd</sup> March 2020 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988. The Coronavirus pandemic and considerations of health have caused a suspension of inspections and of Tribunal hearings in person until further notice.
5. The Tribunal office wrote to the Landlord requesting a copy of the tenancy agreement so that the case could be properly decided. The Respondent spent some months, during the Pandemic lockdown, trying to find a copy of the agreement but eventually explained that they had grown considerably as an organisation and had moved premises a number of times so that a copy could not be found.
6. A copy of an assignment of the property to the Applicant was eventually found by the Respondent who was also able to provide a copy of an original agreement for one of the other properties in Courtenay Park. The Respondent asserted that the agreement for 39 Courtenay Park would be the same, save for the parties and the address.
7. On 19<sup>th</sup> January 2021 the Tribunal office issued Directions informing the parties that the Tribunal intended to determine the rent based on written representations subject to an objection from either party and that the parties could submit photographs or video evidence in support of their claim. The Tribunal may also inspect the property via the internet.
8. No such objection was received. A Tribunal was arranged for 19<sup>th</sup> February 2021.
9. Both parties submitted papers to the Tribunal which had been copied to the other party.

## **The Property**

10. The property is a semi-detached house built in 1992 with rendered elevations beneath a pitched tiled roof. It is situated in the large village of South Brent within the southern boundary of Dartmoor National Park, about 5 miles west of Totnes. Local facilities are available. Plymouth and Exeter are also accessible via the A38 Devon Expressway.
11. The accommodation includes a Living Room, Kitchen/Diner, three Bedrooms, Bathroom and separate WC. Outside there is off-road parking for several vehicles and a large back garden. There is a gas-fired central heating system.
12. The Tenant states that she has improved the property by refitting the Kitchen and Bathroom, and provides carpets, curtains and white goods.
13. The Tenant has also replaced internal doors.
14. The Landlord is LiveWest, a Social Housing provider.

### **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.

### **Consideration and Valuation**

- 15. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only, without an inspection or oral hearing. Having read and considered the papers it decided that it could do so.
- 16. 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 Tenant are not relevant to this issue.
- 17. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in the wider South Devon 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 £800 per month.

18. The Tribunal needs to adjust this figure to reflect any Tenant's improvements. Deductions should also be made from the open market rent to reflect the absence of white goods, carpets and curtains.

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

Lack of white goods	£10
Tenant's provision of carpets and curtains	£20
Refitting Kitchen	£30
Refitting Bathroom and WC	£30
<b>TOTAL</b>	<b>£90</b>

20. The Tribunal decided that the replacement of internal doors was cosmetic and would have no appreciable affect on the open market rent.

21. 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**

22. 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 is £163.85 which includes the weekly service charge sum of £0.64. This equates to £710 per calendar month.

23. The Tribunal directed that the new rent of £163.85 per week should take effect from 6<sup>th</sup> April 2020 this being the date specified in the original notice. This is the maximum rent the Landlord can charge.

### **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](mailto: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.