



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

**Case Reference** : **CHI/18UK/MNR/2021/0007**

**Property** : **3 Annery Kiln Cottage, Weare Giffard,  
Devon EX39 5JE**

**Applicant** : **Mrs T Carlisle (Tenant)**

**Respondent** : **Mrs R Early (Landlord)**

**Date of Application** : **29th January 2021**

**Type of Application** : **Sections 13 and 14 of the Housing Act  
1988**

**Tribunal** : **Mr R T Brown FRICS Chairman  
Ms C D Barton BSc MRICS  
Mr J Reichel BSc MRICS FRICS**

**Date** : **26th March 2021**

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**REASONS FOR DECISION**

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### ***Background***

1. The Tribunal gave formal notice of its decision by a Notice dated 26th March 2021 in the sum of **£675.00 per calendar month (pcm)**.
2. By an application dated 29th January 2021, the tenant of the above property referred a notice of increase in rent served by the landlord under section 13 of the Housing Act 1988 to the Tribunal.
3. The landlord's notice dated the 29th December 2020 proposed a rent of **£750.00 pcm**, with effect from 1st April 2021, in place of the current rent of £650.00 pcm.
4. The application form states the tenancy is an assured shorthold tenancy. The tenancy agreement dated the 29th of August 2017 commenced on the 1st of September 2017 and runs thereafter from year to year. The tenancy is in the standard form for this type of tenancy and subject to the Landlord's repairing obligations defined in Section 11 the Landlord and Tenant Act 1985.

### ***Property and Inspection***

5. Following the Directions dated 16th February 2021 and the explanation contained therein, the Tribunal did not inspect the premises.
6. Extracting such information as it could from the papers supplied to the Tribunal by the parties, by reference to information publicly available on the internet and with the benefit of its knowledge and experience the Tribunal reached **the following conclusions and found as follows:**
7. The property is located in the village of Weare Giffard on the River Torridge in North Devon to the south of Bideford.
8. The property comprises an unfurnished terrace house with central heating but no double glazing and including carpets and white goods.
9. The accommodation comprises: Seven rooms. The Tribunal was given no details of the layout of the property by either party and how the rooms are occupied.
10. There are gardens, an open garage and shed. There is off street parking.
11. No specific information was provided to the Tribunal with regard to the supply of utilities. In the absence of any other information the Tribunal has assumed that mains, water and electricity to be connected. Gas fired central heating.
12. Drainage is to a septic tank for which the tenant is responsible to pay the annual charge of £150.00.

### ***Hearing***

13. A hearing was not requested.

### ***Documents supplied to and considered by the Tribunal***

14. Tribunal Directions dated 16th February 2021.
15. Landlord: Tribunal Reply Form, witness statement.
16. Tenant: Application, Tenancy Agreement and Reply Form.
17. Late application dated 26th March 2021 (the day of consideration) by the Tenant requesting that information be added onto her submission and a reply from the Landlord by email on the morning of the consideration objecting to such submission.

***Landlord's Representations***

18. The Landlord says in the Reply Form (summarised):
19. Before renting the property a new kitchen and log burner were installed.
20. The entire property was renovated inside and out including flooring and carpets.
21. The garden was renovated with new decking and patio.
22. The property is 200 years old Grade II listed in the peaceful picturesque village of Weare Giffard. The area is very desirable and rents as well as property prices in general are above average.
23. Undated photographs showing the property fully furnished.
24. In support of the proposed rent 2 comparables are provided in Bideford (within 10 miles of the subject property) at asking rents of £750.00 and 900.00 pcm.

***Tenant's Representations***

25. In the application and the Reply Form the Tenant said that the property, having been previously rented, was not renovated before she moved in.
26. The Tenant had carried out the following: Interior decoration and installed TV aerial. The Leap Partnership had provided 10 energy efficient light bulbs.
27. The Tenant contends in her letter to the Tribunal dated 19th March 2021 that the rent should be £600.00 pcm. By way of evidence the Tenant included details of three similar properties available to rent within 1 mile of the subject property at rents ranging from £495.00 to £625.00 pcm.
28. Other matters (summarised) the Tenant would like the Tribunal to consider:
  - a) No Section 21 issued giving the tenant notice to leave.
  - b) An email was received on 20th October 2020 asking the tenant to vacate as the property was sold and would complete before Christmas,

giving the tenant two months to find alternative accommodation for her and her two daughters in the middle of Covid restrictions.

c) An email dated 22nd October 2020 saying '*we have given you three months notice and need you out of the property before Christmas*'.

d) 30th December Section 21 Notice issued.

e) 5th February 2021. Gas Safety Certificate issued with warning notice (no carbon monoxide detectors).

f) 18th February 2021. Second Section 21 Notice issued. Legally required to vacate by 30th August 2021.

g) Repair issues: Bathroom light flickering and shower tripping circuit, mushrooms growing out of window frames, carbon monoxide leak in 2019, rotten decking, crack in wall, leaking outside pipes and guttering.

h) The landlord has carried out no work to the interior or exterior.

i) Deposit not put into the Tenancy Deposit Scheme.

j) The proposed rent increase is to deliberately force me into arrears.

k) Photographs showing the damp in walls and rotten window frames.

### ***The Tribunal's Deliberations***

29. The Tribunal may proceed 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.

30. The Tribunal found as a matter of fact that the notice was a Notice under section 13 as prescribed by Statute.

31. The Tribunal noted the late application to submit further evidence and the Landlord's objection. The application was made on the morning before the consideration was due to start at 10.00 leaving no time for the Landlord to reply to the late application. The Tribunal having regard to its overriding objective to deal with the matter fairly and justly refuses the application. See Appendix (below): Rule 3 of the Tribunal Procedure (First-tier)(Property Chamber) Rules 2013 as amended.

32. 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 or Landlord are not relevant to this issue.

33. The Tribunal checked the National Energy Performance Register and noted that the subject property had a certificate registered at Rating D valid until 2030. A property offered to let must have a certificate with a rating of at least the legal minimum standard (Rating E).

34. Based on the knowledge of its members the Tribunal finds that the market for this type of property is very sensitive to condition and inventory. In this case, if offered today in the market, the property would require enhancement and an upgraded inventory to include white goods.

35. The Tribunal considered the comparable evidence supplied by the parties. It noted the limited analysis and comparison to the subject

property and accordingly treated such evidence with caution. Further the Tribunal noted that the Landlord's and Tenant's evidence was drawn from a 10 mile radius.

36. The Tribunal, after careful consideration of the current market conditions, the arrangement of the accommodation and the defects identified by the Tenant, determined that the market rent for the subject property is **£675.00 pcm.**
37. The rent will take effect from 1st April 2021 being the date specified by the Landlord in the notice of increase.

***Relevant Law***

38. Sections 13 and 14 of the Housing Act 1988.
39. Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015 (SI 2015 No.620)

**RIGHTS OF APPEAL**

1. A person wishing to appeal this decision (on a point of law only) 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

## **Appendix**

### **Tribunal Procedure (First-tier)(Property Chamber) Rules 2013 as amended**

#### **Overriding objective and parties' obligation to co-operate with the Tribunal**

**3.**(1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.

(2) Dealing with a case fairly and justly includes—

- (a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
- (b) avoiding unnecessary formality and seeking flexibility in the proceedings;
- (c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;
- (d) using any special expertise of the Tribunal effectively; and
- (e) avoiding delay, so far as compatible with proper consideration of the issues.

(3) The Tribunal must seek to give effect to the overriding objective when it—

- (a) exercises any power under these Rules; or
- (b) interprets any rule or practice direction.

(4) Parties must—

- (a) help the Tribunal to further the overriding objective; and
- (b) co-operate with the Tribunal generally.