



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

Case Reference : **CHI/00HA/MNR/2021/0085**

Property : **Mill Cottage, Radford Mill Farm, Timsbury,
Bath BA2 0QF**

Applicant : **Mr S Mackay (Tenant)**

Respondent : **Mr R Fox (Landlord)**

Date of Application : **27th July 2021**

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

Tribunal : **Mr R T Brown FRICS Chairman
Mr J Reichel BSc MRICS
Mr M Ayres FRICS**

Date : **21st December 2021**

REASONS FOR DECISION

Amended Decision and Reasons under Rule 53
The Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2014
SI No. 1169

This decision replaces the Tribunal's Decision Notice and Reasons Form Decision
dated 29th September 2021

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Background

1. The Tribunal gave formal notice of its decision by a Notice dated 21st December 2021 in the sum of £370.00 per calendar month including services as described below.
2. By an application dated 27th July 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. This decision replaces the Tribunal's Decision Notice and Reasons For Decision dated 29th September 2021.
4. Following applications for permission to appeal by both the Tenant and Landlord the Tribunal determined to review its decision dated 29th September 2021 and this document comprises the amended decision.
5. The full determination in respect of the applications for permission to appeal are attached at **Appendix 1** to this document.
6. In summary the position following the two applications for permission to appeal is:
 - a) The Landlord says he did not receive any notification of the Tenant's application to the Tribunal under Section 13 of the Housing Act 1988 and as a consequence was unable to respond to the application.
 - b) The Tenant says the Tribunal misunderstood the responsibility for paying for the liquid gas.
 - c) The Tribunal determined upon receiving the applications to appeal that it would review its decision in its entirety and issued Directions (dated 2nd December 2021) asking the parties to Complete the Reply Form and make submissions.
 - d) The Tribunal then re-considered the whole application on 21st December 2021.
7. The landlord's notice dated the 29th June 2021 proposed a rent of £708.85 pcm. with effect from 1st August 2021, in place of the current rent of £477.00 pcm.
8. The tenancy is an assured shorthold tenancy. The tenancy agreement is in common form and commenced on 1st June 2020. The tenancy is subject to the Landlord's repairing obligations defined in Section 11 the Landlord and Tenant Act 1985.

Property and Inspection

9. Following the Directions dated 2nd December 2021 and the explanation contained therein, the Tribunal did not inspect the premises.

10. 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 found as follows:
11. The property is located on a farm in rural location to the south west of Bath.
12. The property comprises a detached cottage on Radford Mill Farm. Part double glazed with liquid gas central heating and laminate floors.
13. The accommodation comprises: First Floor: One room with kitchen units, sink and range cooker. Mezzanine sleeping spaces (with ladder access). Ground Floor (accessed via a hatch in the floor of the First Floor) and has a sink, a bathtub and a compost toilet. Outside garden and off street parking.
14. Fixtures and Fittings: Table, 3 x bookcases, double mattress and frame, washing machine, fridge/freezer, range cooker, microwave and laminate floor are included in the Tenancy.
15. The Tribunal understands that all mains services, except gas and foul water drainage are connected.
16. Included in the rent are the costs of: electricity, wifi, water and council tax.

Hearing

17. A hearing was not requested.

Documents supplied to and considered by the Tribunal

18. Tribunal Directions dated 2nd December 2021.
19. For the avoidance of any doubt the Tribunal relied on the original Application Form, Notice of Increase, Agreement and the submissions of the parties following the Directions dated 2nd December 2021.
20. Landlord: Reply Form.
21. Tenant: Application and Reply Form, Notice of Increase, Tenancy agreement,

Landlord's Representations (summarised):

22. Improvements undertaken:
 - a) 2020: Central heating
 - b) 2020: New roof and insulation
 - c) 2020: Compost toilet
23. The rent includes: Electricity, council tax, water rates and fibre optic wi-fi.
24. The property was never intended to be let it comprised the Landlord's private dwelling.
25. There are many defects present and the building needs a total refit which cannot happen whilst the property is occupied.

26. Bathroom includes bathtub with shower, hand wash basin, compost toilet (rebuilt to tenant's specification) and storage room.
27. Private access and parking. Reasonable bus service to Bristol, Bath and Midsomer Norton. Doctor's surgery, Dentist and three schools nearby.
28. There are no comparable properties nearby apart from the rooms in Radford Mill Farm. All tenants pay the same rent as Mr MacKay and agree to 4 hours farm work per week as part of the rent. Mr Mackay although originally agreeing to this condition has now refused to undertake the 4 hours farm work.
29. Examples: 1 bed flat near Bath £1,100.00 pcm plus bills (no Children). 1 Bed flat (on main road) £850.00 pcm plus bills (no children).
30. Rent for this cottage should be the same as other tenants on the farm pay for a separate dwelling: £500.00 to £550.00 pcm plus 4 hours per week farm work.
31. Rents for a single room in shared Farmhouse are £450.00 pcm plus 4 hours per week farm work.
32. There are almost no small rental properties available and most offered say no children, no pets or universal credit.

Tenant's Representations (summarised):

33. The Tenant says in the Reply Form:
34. The Tenant confirmed the repairs undertaken by the Landlord.
35. The services comprise: water, wi-fi, electricity and council tax are included in the rent.
36. Repair and Condition:
 - a) The building is in poor condition, holes in stonework filled with broken brick, door to bathroom ill fitting, ply board adjacent to the door is rotten and covered in roof tiles.
 - b) To rear of the cottage is a shed which is often filled with pigeons and their waste, the wall adjoining is in poor repair.
 - c) The kitchen is poorly constructed with second hand parts. the bath is a repurposed pig trough. The toilet is an oriental strand box with bucket provided by the Tenant.
 - d) The roof is incomplete at the gable ends allowing squirrels access to nest in the insulation.
37. There is a bus stop in Timsbury with buses to Bath.
38. The Tenant does not consider the property is fit for human habitation.
39. There is no Electrical Safety Certificate or Energy Performance Certificate.

40. The farm also runs a camp site, weddings and festivals from late spring to end August which causes a lot of noise and people in the vicinity of the cottage.
41. The cottage is freezing in winter and cools down quickly. In winter a bottle of gas (£70.00) lasts 7 to 10 days.
42. There is an unresolved vermin problem.
43. The Tenant does not consider a 67.00% increase in rent to be fair and realistic.
44. The Tenant did not receive the government guide on 'How to rent'.
45. There is a rotten beam held up by a piece of vertical timber near the cooker.
46. The use of the workshop below the first floor results in noise and a general lack of privacy.
47. The Tenant is inclined to value the services at £70.00 to £100.00.
48. A series of photographs provided by the Tenant show the accommodation including the hatch access to the Ground Floor, the kitchen and bathroom facilities.

The Tribunal's Deliberations

49. 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, nor any dispute between them, are not relevant to this issue.
50. The Tribunal found as a matter of fact that the notice of rent increase was a Notice under section 13 as prescribed by Statute.
51. The Tribunal checked the National Energy Performance Register and noted that the subject property does not have a certificate rating the property's energy performance. The legal minimum standard for letting a property is Rating E.
52. 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. The subject property appears to the Tribunal to be in condition that would not be legal to offer or appeal to a prospective tenant in the open market. Further the Tribunal concurs with the parties view that the property is not fit for human habitation.
53. The Tribunal, acting as an expert tribunal, determined what rent the landlord could reasonably be expected to obtain for the subject property in the open market if it were let today in the condition and subject to the terms of such a tenancy that is considered usual for such an open market letting. It did this by having regard to the evidence supplied by the parties and the Tribunal's own general knowledge of market rent levels. Having done so, it concluded that such a likely market rent for a similar but modernised property in fair condition with central heating, modern bathroom and kitchen facilities, floor coverings,

curtains, cooker and an EPC Rating above F would be £550.00 pcm (Assuming the directed labour element is not included).

54. As a matter of judgement, in the light of the lack of comparable evidence, the Tribunal makes the following deductions:

- a) Poor repair £30.00 pcm.
- b) Lack of modernisation, in particular lack of mains drainage, adequate kitchen and bathroom facilities £100.00 pcm.
- c) Poor internal layout and design, in particular the 'hatch access' to the ground floor £100.00 pcm.
- d) Lack of evidence of Energy Performance Certificate, Electrical and Gas Safety certification £50.00 pcm.

A total deduction of £280.00 pcm.

55. This leaves a 'rental element' of £270.00. The Tribunal considers that it is appropriate to add to this figure sum of £100.00 pcm to reflect the fact that, water, electricity, council tax and wifi are included.

56. Accordingly the Tribunal determined that the market rent for the subject property is £370.00 pcm.

57. The rent will take effect from 1st August 2021 being the date specified by the landlord in the notice of increase.

Relevant Law

58. Sections 13 and 14 of the Housing Act 1988.

59. 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 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 1



FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

- Case Reference** : CHI/00HA/MNR/2021/0085
- Property** : Mill Cottage, Radford Mill Farm,
Timsbury, Bath, BA2 0QF
- Applicants** : Mr S Mackay (Tenant)
Mr R Fox (Landlord)
- Type of Application** : Applications by both parties for permission to Appeal a
decision of the First-tier Tribunal
- Tribunal Members** : Mr R T Brown FRICS (Chairman)
Mr J Reichel BSc MRICS
Mr M Ayres FRICS
- Date of Decision** : 2nd December 2021

DECISION ON A REQUEST FOR PERMISSION TO APPEAL

DECISION

1. The Tribunal has considered the request by both the Landlord and Tenant (separately) for permission to appeal dated 9th and 15th November 2021 respectively and determines that:
 - (a) it will review its decision, and
 - (b) the matter will be considered on the papers submitted in accordance with the Directions below.
2. In accordance with section 11 of the Tribunals, Courts and Enforcement Act 2007 and Rule 21 of the Tribunal Procedure (Upper Tribunal) (Lands Chamber) Rules 2010, the Applicant may make further application for permission to appeal to the Upper Tribunal (Lands Chamber). Such application must be made in writing and received by the Upper Tribunal (Lands Chamber) no later than 14 days after the date on which the First-tier Tribunal sent notice of this refusal to the party applying for permission to appeal.

REASONS FOR DECISION

3. The Tribunal received on 9th November from the Landlord and on 15th November 2021 a request from the Tenant for permission to appeal its decision issued on 29th September 2021.

In particular the Landlord says that:

4. He did not receive notification of the Tenant's original application and only became aware of it on receiving the Tribunal's decision.
5. For personal reasons the Tenant was allowed into Mill Cottage on a temporary basis (from other accommodation at Radford Mill Farm).
6. As part of his obligations the Tenant (in return for the accommodation) was to undertake 4 hours per week of Directed Farm Labour. The Tenant objected to this and the landlord served notice to increase the rent to take account of this fact.
7. The Landlord acknowledges that the cottage requires renovation.

In particular the Tenant says that:

8. The Tribunal has misunderstood the responsibility for paying for the supply of liquid gas to the property.