



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

**Case Reference** : **BIR/00CN/MNR/2018/0055**

**Property** : **192 Burlington Road, Birmingham  
B10 9PD**

**Applicant** : **Asha Ahmed Mohamed**

**Respondent** : **Mahboob Ali**

**Representative** : **Mubarik Ahmed**

**Type of Application** : **Application referring a notice proposing a  
new rent under an Assured Periodic Tenancy**

**Tribunal** : **Tribunal Judge P. J. Ellis  
Tribunal Member Robert Cammidge FRICS.**

**Date of Hearing** : **2 November 2018**

**Date of Decision** : **12 December 2018**

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**DECISION**

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## **Introduction**

1. The Applicant Asha Ahmed Mohamed took up occupation of 192 Burlington Road, Birmingham, B10 9PD (the Property) in 2010 but presently occupies the house pursuant to an assured shorthold tenancy agreement dated 24 September 2016. The Respondent landlord is Mr Mahboob Ali of 32, Woodfield Road, Solihull, West Midlands. In 2010 the rent was £550.00pcm. On 24 September 2016 the rent was £600.00pcm payable in advance on 24<sup>th</sup> of each month. The Applicant stated the rent was increased to £600.00pcm in June 2016 before the date of the current tenancy agreement. The rent was further increased in August 2017 to £630.00pcm.
2. On 4 September 2018 the Respondent served notice in the form prescribed for the purposes of s13(2) Housing Act 1988 (the Act) proposing a new rent of £680.00pcm with effect from 24 October 2018.
3. On 26 September 2018 the Applicant referred the notice of increase to the Tribunal pursuant to s13(4)(a) of the Act.

## **Inspection**

4. The Tribunal inspected the Property on 2 November 2018. It is a two storey end-terrace house of brick and slate construction built in early-20<sup>th</sup> Century. The Tribunal noted a new chimney stack apex brick work and rainwater goods at this property and other properties on the street probably as a result of a local authority improvement scheme. On inspection of the interior the Tribunal found the Property had double glazing throughout installed some years before the commencement of the 2016 tenancy agreement. The front door opened to a half wall leading to a rear reception then to a fitted kitchen. The gas central and water heating Valiant boiler was fitted by the landlord as was an oven and cooker hood but all other white goods were supplied by the tenant/Applicant. The Tribunal noted no thermostatic valves were fitted to the radiators. Beyond the kitchen was a small extension for the bathroom comprising bath with shower fitted to the taps, w/c and hand basin and a radiator. Also on the ground floor was a reception room at the front with a radiator. On the upper floor were three bedrooms each with double glazed windows and radiators. The Property was carpeted throughout by a carpet supplied by the Respondent.
5. At the rear of the Property was a garden largely paved over. A fence separating the Property from its neighbour was in poor condition and largely broken down. The

Tribunal noted the soil stack was not properly secured which was moving with the wind. The drain from the bath was not properly connected creating damp problems in the bathroom walls. Damp was also noted over the window of the rear bedroom on the upper floor.

### **The Hearing**

6. Later that day the Tribunal conducted an oral hearing attended by the Applicant accompanied by Mr Ahmed to assist the Applicant, who did not speak English. Also present was the 10 year son of the Applicant Hamze, who spoke good English. The Respondent did not attend.
7. The parties had not submitted any statements of case or evidence of comparable properties. The Applicant, with the assistance of Mr Ahmed and Hamze, complained that the property was cold because the radiators did not work. Promises of rectification had not been fulfilled. The Applicant had no knowledge of the rent paid for other properties. In fact the Applicant was not clear about when rent had altered. The date of changes set out in paragraph 2 above was deduced by the Tribunal after reviewing the Applicant's rent book.
8. The Tribunal had collated some comparables from Rightmove and Zoopla and applied its own general knowledge of the market. The nearest property was on Mansell Road which forms a nearby junction with Burlington Road. It is a three bedroom terrace property. The property is offered with a rent of £600.00pcm. Nothing is known of the state of the property or whether it was let at that price. Other properties considered from the same sources were slightly further away from the Property. The offer rents varied between £600.00pcm to £725.00pcm. Properties offered above £700.00 were situated in more sought after areas.

### **Law and decision**

9. Section 14 of the Housing Act 1988 provides that the Tribunal shall determine the rent at which the Property might reasonably be expected to be let at the valuation date in the open market by a willing landlord under an assured tenancy which (in this case) is an assured periodic tenancy on the same terms (except as to rent) as those of the subject tenancy, but disregarding (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 house attributable to a relevant improvements carried out by the tenant otherwise than in pursuance of an obligation to his immediate landlord;

and (c) any reduction in value attributable to a failure by the tenant to comply with any terms of the tenancy.

10. The tenancy agreement contains no unusual clauses. The tenant has not carried out any improvements to the Property since the rent was last increased. The Respondent has installed a new central heating boiler but has not dealt with the complaint regarding the space heating.
11. The Tribunal found that the Property had been refurbished to a reasonable standard but that there was some deterioration and neglect by the Respondent. The radiators were not properly functioning. In some rooms electric heaters were noticed but they are not an adequate substitute especially as the Applicant is responsible for the payment of electricity charges during the tenancy. The Applicant and her son both complained that the house is cold.
12. The Tribunal also noted disconnected drain pipes which did not carry waste water away from the bathroom and a soil stack vent pipe not connected to the wall creating the potential hazard of falling.
13. Had the Property been in good condition the Tribunal determined a market rent would have been £675pm but in view of the ineffective heating and some wants of repair to the bathroom drain pipe the Tribunal deducted £25.00pcm. Accordingly the rent payable from 24 October 2018 is £650pcm.

### **Appeal**

14. If either of the parties is dissatisfied with this decision they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to them under 9 rule 52 of The Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013).

Tribunal Judge PJ Ellis