



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

**Case Reference** : **CAM/00JA/MNR/2019/0003**

**Property** : **18 Crawthorne Street, Peterborough PE1 4AD**

**Applicant (Tenants)** : **Ms Aleksandra Fomina & Mr Vadims Krucs**

**Respondent (Landlord):** **Mr Mota Birdi**  
**Agent** : **Lets move**

**Type of Application** : **Determination of a market rent under  
Section 13 of the Housing Act 1988**

**Tribunal Members** : **Judge JR Morris**  
**Mr R Thomas MRICS**  
**Mr C Gowman BSc MCIEH MCMI**

**Date of Decision** : **23<sup>rd</sup> April 2019**

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**DECISION**

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**DECISION**

1. The Tribunal determined a rent of £140.00 per week to take effect from 1<sup>st</sup> March 2019.

**REASONS**

**THE PROPERTY**

2. The Property is a two storey mid-terrace house of brick under a pitched tile roof constructed circa 1900.

**Accommodation**

On the ground floor, entry to the Property is directly from the street into the front living room. There is a lobby from which rise stairs to the first floor between the front and rear living rooms. Off the rear living room is a kitchen from which there is a door to the bathroom. On the first floor there are two bedrooms. Off the rear bedroom is a further room. There is a garden to the rear which shares access with the other houses in the terrace. There is no off-road parking. A permit parking system operates in the area.

### Services

Space and water heating are by a gas fired central heating system. The Property has mains gas, electricity, water and drainage.

### Furnishing

The Property is let unfurnished.

### Location

The Property is in a residential area on the edge of Peterborough city centre.

## **THE TENANCY**

3. The Tenancy commenced as a contractual Assured Shorthold Tenancy for a fixed term of 6 months on 24<sup>th</sup> February 2017. This was followed by a further fixed term of 6 months on 25<sup>th</sup> August 2017. A copy of both agreements was provided. From 24<sup>th</sup> February 2018 a statutory tenancy on the terms of the written agreements appears to have arisen. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations. The Landlord's Agent annexed to the tenancy a schedule itemising the respective repair and maintenance responsibilities of the landlord and the tenant as required by legislation and the tenancy agreement.

## **THE REFERRAL**

4. The current rent is £165.00 per week from 25<sup>th</sup> August 2017. The Landlord by a notice in the prescribed form dated 31<sup>st</sup> January 2019 proposed a new rent of £175.00 per week from 1<sup>st</sup> March 2019. On 20<sup>th</sup> February 2019 the Tenant referred the notice proposing a new rent to the Tribunal. The referral was by a hearing.

## **THE INSPECTION**

5. The Tribunal inspected the Property in the presence of the Tenants. Externally the Property is in fair condition. It has double glazed upvc windows. There is timber fascia which needs painting and mixed upvc and metal rainwater goods. The front and rear doors are timber and need redecoration. The drain at the rear, into which the kitchen and bathroom waste water is emptied, is slow draining and overflows. There is a single storey structure at the rear off the kitchen which houses the bathroom. This has a corrugated cement asbestos roof and the walls of the structure appear to be solid brick. The fire places are not used but the chimney leans at an acute angle.
6. Internally the Property is in fair decorative order. The ceilings are of a good height and there is reasonable amount of storage space. There are no doors to the living rooms or kitchen.
7. The kitchenette is narrow. There is a full-size sink unit (approx. 500 mm) on the window side and worktop under which is the tenant's washing machine. There is insufficient room on the opposite side for full depth worktop and base units as a result the Landlord's gas cooker protrudes into the workspace and walkway through the kitchenette to the bathroom. There appears to be a problem with the electrical socket in the rear living room and the Tenants have found it necessary to use an extension cable from the kitchen to supply power to the fridge/freezer in the rear living room.

8. The bathroom has a shower but is relatively dated. Although it has an extractor there is some mould growth probably caused by condensation due to the relatively poor insulation properties of the roof and walls. Floor coverings are provided. There is a combination boiler which now appears dated.
9. The room off the second bedroom has restricted use due to it being accessed through the second bedroom and would be most appropriate as a child's room or as a dressing/box/store room.

## **THE LAW**

10. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic tenancy-
  - (a) 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 rent) are the same as those of the subject Tenancy
11. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall disregard –
  - (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
  - (c) any reduction in the value of the dwelling-house due to the failure of the Tenant to comply with any terms of the subject Tenancy.

## **REPRESENTATIONS**

12. At the hearing the Tenants agreed the Tribunal's account of its inspection of the Property.
13. In addition, they said that they had reported a number of matters to the agent and were disappointed with the response as follows.
14. The boiler does not work well. They said that sometimes the boiler goes out and it takes several attempts to light it again. Notwithstanding the boiler is next to the bathroom it has to be put on full for several minutes before the water is hot enough for a shower or bath. They had told the Agent who had said that a contractor would contact them to make an appointment for a gas check of the appliances. The contractor did not contact them and on returning from work they found a card saying that the contractor had visited but they were not at home. Unfortunately, there were no contact details on the card in order to make another appointment.
15. They said that the electricity socket in the rear living room appeared to be defective because when their previous fridge had broken down, they were told that it may have been because of the socket and were advised to plug it in to a different socket. They said they had informed the Agent but nothing had been done to check the electricity.

16. The drain at the rear has been overflowing for the past year or more but the Agent has not taken any action about it.
17. The carpets have always been smelly and grubby and need cleaning. It was believed that this was because the previous tenants had a dog, although it was understood that pets were not permitted in the lease.
18. The Tenants said that they had spoken to their work colleagues and noted the accommodation and rents they were paying they felt they rent was too high for the size and condition of the Property. They felt that this was particularly so in the light of the proposed increase which they did not feel was justified.
19. Neither the Landlord nor his Agents attended the hearing but provided written representations. These included a Tenants' satisfaction sheet dated 13<sup>th</sup> February 2018. This showed the Tenants found the Property 'OK', they were happy with the Agents and would recommend them. They felt they had a good understanding of the tenancy agreement and were very confident about contacting the Agents to discuss any problems however they did not consider their requests were responded to in a timely manner and rated the performance of the Agents as only Average.
20. There was also a letter dated 8<sup>th</sup> March 2019 from the Agent which stated that they believed the increase to be fair for the size and location of the Property. It was said that the Property was located close to the City centre within walking distance of amenities and transport links and was popular for those commuting to London. It was said that the property comprised three bedrooms which was the most popular choice for tenants and although it did not have a front garden it had a good-sized rear garden.
21. In addition, it was stated that the Tenants had occupied the Property since February 2017 and that this was the first increase in rent which is less than 10%. It was said that the Tenants had not contacted the Agents to discuss the increase in rent or their reasons as to why they cannot pay the increase
22. At the hearing the Tribunal referred to rental values for a number of properties which it considered were comparable to the Property, details of which were provided on Internet sites. In particular the Tribunal noted a terraced house in Crawthorne Road about 100 metres or so from the Property. It was described as having the same layout as the Property with access to the third bedroom being off the second bedroom. It has upvc windows and doors and has a modern kitchen and bathroom and appeared to be in good condition. The asking rent was £150.00 per week. Other similar properties in Monument Street with an asking rent of £160 per week, Bedford Street with an asking rent of £150.00 per week. These were contrasted with a modern well appointed two-bedroom house in Rathbone Crescent near the station with off road parking at an asking rent of £173 per week. All had a modern kitchen and bathroom and were in good condition with upvc double glazed windows, some white goods and floor coverings provided.

## **DETERMINATION**

23. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. It does not take into account the present rent and the period of time which that rent has been charged nor does it take into account the percentage

increase which the proposed rent represents to the existing rent. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the Landlord or the Tenant.

24. The Tribunal found the general level of rents for three-bedroom houses similar to the Property to be between £140 to £160 per week. Those with asking rents of £150 to £160 are, unlike the Property, in good condition with modern kitchen and bathroom, floor coverings and some integrated white goods.
25. The Tribunal found that the rental value of the Property was adversely affected by the condition of the front and back doors, the lack of internal doors to the living rooms, the dated and poorly fitted kitchen, the dated bathroom, the need to service the boiler and check the electricity and the outstanding issue with the drain.
26. The Tribunal determined that the rental value for the Property taking into account its present condition to be **£140 per week to take effect from 1<sup>st</sup> March 2019.**

### **Judge JR Morris**

**Caution:** The Tribunal inspected the subject property for the purposes of reaching this decision. The inspection was not a structural survey and any comments about the condition of the property in this statement must not be relied upon as a guide to the structural or other condition of the property.

### **APPENDIX - RIGHTS OF APPEAL**

1. If a party wishes to appeal the decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.