



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

Case Reference : **BIR/00CN/MNR/2019/0010**

Property : **Flat 1, 8 Park Avenue, Hockley
Birmingham, B18 5NE**

Applicants : **Mr Paul Downes**

Respondent : **Adullam Homes Housing Association
Limited**

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

Tribunal Members : **Judge M K Gandham
Mr D Satchwell FRICS**

Date of Decision : **10th May 2019**

Issue Date : **24 May 2019**

STATEMENT OF REASONS

1. These written reasons have been prepared at the request of Mr Paul Downes ('the Applicant').
2. These written reasons should be read in conjunction with the Decision of the Tribunal dated 10th May 2019.

Background

3. Mr Downes is the tenant of the property known as Flat 1, 8 Park Avenue, Hockley, Birmingham, B18 5NE ('the Property') under an assured periodic tenancy, by way of a tenancy agreement dated and commencing on 15th June 1998 ('the Tenancy Agreement'). Adullam Homes Housing Association Limited ('the Respondent') is the landlord.
4. On 28th February 2019, the Respondent gave notice to the Applicant, on Form 4B, of a proposed new rent of £109.90 per week, in place of the existing charge of £105.92 per week. The starting date for the proposed new rent was 1st April 2019. The proposed rent included an amount of £34.56 as a fixed service charge.
5. On 14th March 2019, the Tribunal received an Application, from the Applicant, referring a notice proposing a new rent. An inspection was arranged for 10th May 2019.

The Law

6. The relevant provisions in respect of jurisdiction of the Tribunal and determination of a market rent are found in sections 13 and 14 of the Housing Act 1988.

The Inspection

7. The Property is located within the building known as 8 Park Avenue, Hockley, Birmingham ('the Building') - an Edwardian detached house, which appears to have been converted in to flats some years ago. The Building is built of brick with a pitched roof.
8. The Tribunal attended at midday to carry out the inspection, as scheduled. Neither party was present, nor did anyone arrive during the 15 minutes the Tribunal was on site. The Tribunal rang the intercom button, a separate buzzer outside the Building and, as the front door to the Building was open, also rang the internal bell and knocked on the actual door of the Property. As the Applicant failed to attend, the Tribunal was unable to carry out an inspection of the inside of the Property but was able to inspect the common parts of the Building.
9. The Building comprises two flats to the ground floor with a further two flats to the first floor, a communal hallway and communal laundry room. There is also a lift, which appears to have been decommissioned, and a shared garden to the rear of the Building. From the parts of the Building

that the Tribunal inspected, the communal areas appeared to be in a reasonable condition.

10. The Property was one of the ground floor flats and, from the details the Applicant had given in his application to the Tribunal, comprised a living room, kitchen, bathroom and bedroom. The Tribunal also noted that the Applicant had confirmed, in his application, that a cooker, fridge/freezer and double bed were supplied under the tenancy.

Submissions

11. On 23rd April 2019, the Tribunal received written representations from the Applicant relating to his frustration with the services provided by the Respondent. He stated that they frequently did not reply to his emails and that their contractors had failed to attend arranged appointments to change a radiator at the Property. He stated that he was also not satisfied with the recent works that they had carried out to the Property and had complained, without success, regarding the same. He stated that the Respondent's contractors had trunked the wiring to sockets installed in the kitchen, rather than channelling them into the wall, and that they had also replaced tiling on two of the bathroom walls with aqua boarding, but had left an end wall still tiled.
12. The Respondent had indicated that they would not be sending any written representations, but stated that they had attempted to gain access to the Property to carry out repairs without success.

Reasons for the Decision

13. Neither party provided any comparable evidence in relation to the rent. The Tribunal, therefore, proceeded to determine the rent at which the Property might reasonably be expected to let on the open market if it were let today in the condition that is considered usual for such an open market letting. It did this by having regard to the Tribunal's own general knowledge of market levels in Birmingham. Having done so, it concluded that such a likely market rent would be £105.00 per week (p/wk.)
14. The Tribunal, having being unable to inspect the inside of the Property but taking in to account the written submissions of both parties and the Applicant's comments regarding the works to the Property, did not consider the items referred to would make it necessary for any adjustment to be made for the condition of the Property. The Tribunal also noted that the Applicant, in his application, had stated that he had not made any improvements to the Property. As such, a fair rent for the Property was determined at £105.00 p/wk.
15. In determining the service charge, the Tribunal noted that clause 3 of the Tenancy Agreement detailed the services which could be charged for as: gardening, window cleaning and communal cleaning.

16. Accordingly, the Tribunal considered that the 'Cleaning Contract', being £6.54, was the only item in the Rent Breakdown for 2019/20 that was chargeable under services set out in the Tenancy Agreement (the said Rent Breakdown did not include any amounts charged for grounds maintenance or window cleaning).

Decision

17. The rent was, therefore, determined at £111.54 p/wk (including services of £6.54 p/wk), payable from 1st April 2019.

Appeal

18. If any party is dissatisfied with this decision, they may apply to the Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber) **on a point of law only**. Such an application must be made within 28 days of this decision being sent to the parties in accordance with Rule 52(2) of The Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, and must state the grounds on which that party intends to rely in the appeal.

Judge M. K. Gandham

24 May 2019