



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

Case Reference : BIR/00CQ/MNR/2020/0001

Property : 21 Harper Road Coventry CV1 2AL

Landlord : Mrs V Leech & Mr J C B Leech

Representative : Boothroyd & Co

Tenants : Kanti Deep Thota & Amani Sameer Alatteili

Type of Application : An Application for a Determination under
Section 14 of the Housing Act 1988

Tribunal Members : V Ward BSc Hons FRICS
Nicholas Wint FRICS

Date of Decision : 19 February 2020

**Date of Statement of
Reasons** : 27 March 2020

STATEMENT OF REASONS

BACKGROUND

1. By way of a notice dated 4 November 2019, Boothroyd & Co (“the Landlord’s agent”), sought to increase the rental in respect of 21 Harper Road Coventry CV1 2AL (“the Property”) to £795.00 per calendar month under section 13 of the Housing Act 1988 (“the Act”) with effect from 8 January 2020.
2. The tenancy commenced on 8 September 2017 and the rent payable at the time of the notice was £750.00 per calendar month.
3. By an application received on 3 January 2020, Amani Alatteili & Kanti Thota, (“the Tenants” of the Property), referred the Notice of increase of rent served by the Landlord to the Tribunal.
4. After consideration of the available evidence and the applicable law, the Tribunal determined a rental of £750.00 per calendar month with effect from 8 January 2020.
5. Upon receipt of an email dated 21 February 2020 the Tenants requested the Tribunal provide reasons. These written reasons should therefore be read in conjunction with the Decision of the Tribunal dated 19 February 2020.

THE PROPERTY

6. The Tribunal carried out an inspection of the Property on 19 February 2020. Present at the inspection was Amani Alatteili (one of the Tenants) who was assisted by Salih Alborna and Caroline Jones and John Ansell of Boothroyd & Co in their capacity as the Landlord’s managing agent.
7. The Property is located approximately 1 mile south east of Coventry city centre and comprises a two-storey end terrace house of traditional brick and pitched roof construction. It is situated in a mainly residential area with some light industrial uses nearby. The area is also popular with university students as the main campus is located only a short distance to the north.
8. The accommodation comprises on the ground floor a hall, living room and kitchen. On the first floor is a landing, two double bedrooms and bathroom with WC. Externally there is a small garden to the front elevation and a garden to the rear with resident parking permitted along the near kerbside.
9. The property was fully renovated by the Landlord prior to the commencement of the tenancy. The Landlord fitted a new kitchen, bathroom, double glazing,

carpets/ flooring and gas fired central heating and redecorated throughout. In addition, the rear garden area was cleared and tidied.

10. The Tenants brought to the attention of the Tribunal various issues of disrepair. Most of the matters had been attended to by the Landlord prior to the inspection and are therefore were no longer in dispute. However, during the inspection the Tribunal noted a significant area of discolouration to the inner hallway wall near the front door which extended up into the first-floor bedroom. In addition, it was noted that the plasterwork beneath the window ledges in the bedrooms in particular required filling and making good and that there were some plasterwork cracks to the living room wall. It was also noted that the coating to the handles of the bathroom cabinet had failed. There was also a gap between the brickwork and side window frame that had not been filled/ sealed properly. Also, the rear garden area was overgrown and required tidying.
11. The Tenants claim that they have had to persistently chase the Landlord to undertake various repairs since they took occupation. In particular, they set out in their statement several matters which they identified as needing attention. It was however clear from the Tribunals inspection that most of these had been attended to with the exception of the outstanding matters identified above.
12. The Landlord's agent made note of the matters outstanding during the course of the inspection and agreed to investigate these further in order to rectify these as soon as possible. As regard the other matters which the Landlord had attended to the Tribunal was satisfied these were carried out to a reasonable standard and were acceptable to the Tenants.
13. In terms of improvements, the Tenants have not made any to the Property except having installed the usual white goods in the kitchen.
14. Other than the outstanding matters referred to above the Tribunal found the property to be in reasonable condition and decorative order given its age and location. The Tribunal was also satisfied that when the tenancy was entered into, the garden had been cleared to a satisfactory standard and was only in the state it was at the time of the inspection because it had not been properly maintained by the Tenants.

EVIDENCE

15. The Tribunal received written representations from both parties which were copied across accordingly. Neither party requested an oral hearing.
16. The representations received from the Landlord provided information concerning the refurbishment works the Landlord had carried out prior to the

tenancy agreement being granted to the Tenants. It also included a copy of the letting details which included various internal photographs of the property as well as an invoice dated 3 August 2018 and photograph of the garden area showing it had been cleared at the cost of £450.

17. The Landlord acknowledges that at the time the gardener failed to remove all the debris but advises that this was subsequently cleared on 9th August 2018. They also advised that they are working to find a longer-term solution by possibly paving the rear garden in order to make it easier for the Tenants to manage but as this is likely to be costly for the Landlord it is under discussion.
18. The Landlord also submits various other invoices in relation to works they have carried out remedying various matters that have arisen during the course of the tenancy. They also advised that following an inspection on 17 August 2018 by their managing agent, various matters were attended to and others that weren't will be dealt with.
19. As regard rental values, the Landlord submits that as the property is near Coventry University Campus there is limited comparable evidence as most are student based lets at around £400 per room per shared house. Whereas further afield within a radius of ¼ mile a typical two-bedroom apartment is around £900 per calendar month and therefore based on this is of the view that the proposed uplift to £795 is reasonable.
20. The representations received from the Tenants refer to a list of two- and three-bedroom properties from Zoopla and Rightmove ranging in value from £600 to £800 per calendar month and a summary of the various defects the Tenant considers affect the rental value of the property as well as several photographs of the rear garden and areas of disrepair and copy email correspondence to the Landlord's managing agent.
21. The Tenants view is that the Landlord failed to undertake various repairs which they believe they are obliged to do so under the terms of the tenancy agreement. As identified above most of these items have now been attended to and those that haven't the Landlord has agreed to address.
22. As regard the Property's rental value the Tenants consider the current rent is already excessive and is able to find larger and better accommodation in the same area at a lower rent and therefore, having regard to the condition, deducts £130 to arrive at a rent of £620 per calendar month.
23. The Tenants made further representations in respect of the Landlord's statement reiterating most of their earlier comments and included further photographs of the areas of disrepair. In response to the Landlord's rental evidence the Tenant

disputes the relevance of the comparables from a search radius of ¼ mile and considers that they are far better. The Tenants then includes 2 further comparables at £750 and £725 per calendar month and details of a 4-bedroom house on Harper Road to let at £1,700 per calendar month available as student accommodation.

24. The Landlord made no further representations.

THE LAW

25. In accordance with the terms of section 14 of the Housing Act 1988 the Tribunal must determine the rent at which it considers that the subject property might reasonably be expected to let on the open market by a willing landlord under an assured tenancy.
26. In so doing the Tribunal, as required by section 14(1), must ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of the Act.

VALUATION

27. In reaching its determination, the Tribunal has had regard to the evidence and submissions of the parties, the relevant law and their own knowledge and experience as an expert Tribunal but not any special or secret knowledge.
28. In the first instance, the Tribunal determined what rent the landlord could reasonably be expected to obtain for the Property if it were let today in the condition that is considered usual for such an open market letting.
29. The Tribunal used its own general knowledge of market rental levels in Coventry and the surrounding residential areas and from its own research into rental values for similar types of property from the surrounding areas. Taking all factors into consideration, the Tribunal concluded that the likely market rental would be £800.00 per calendar month.
30. However, to allow for the Property's condition and the unsatisfactory state of the hallway wall and bedroom above, the Tribunal made a deduction of £30.00 per calendar month.
31. A further deduction of £20.00 per calendar month was made to allow for the Tenants' white goods and also to reflect the Tenant's liability for decoration.
32. There were no other Tenants' improvements and so no further deductions were made. No further deductions were made for the other issues identified by the

Tenants as most of these had been attended to by the Landlord beforehand and the other outstanding matters were not considered significant as to affect the rental value of the property.

33. The rent determined by the Tribunal for the purposes of Section 14 was, therefore, £750.00 per calendar month with effect from 1 January 2019.

RIGHT OF APPEAL

34. If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) **on a point of law only**. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013) stating the grounds upon which it is intended to rely in the appeal.

V WARD BSc (Hons) FRICS