



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

**Case Reference** : **MAN/OOFA/MNR/2019/0044**

**Property** : **141 Maybury Road, Hull, HU9 3LB**

**Applicant** : **Mr David Roantree**

**Respondents** : **Leef Properties**

**Type of Application** : **Housing Act 1988-Section 13**

**Tribunal Members** : **Judge J. E. Oliver  
Tribunal Member P. Mountain  
(Valuer)**

**Date of Determination** : **16<sup>th</sup> August 2019**

**Date of Decision** : **27<sup>th</sup> August 2019**

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**DECISION**

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## **Decision**

1. The rent for 141 Maybury Road, Hull is £650 per calendar month, effective from 15<sup>th</sup> June 2019.

## **Application**

2. This is an application by David Roantree (“the Applicant”) for the determination of the rent payable in respect of 141 Maybury Road, Hull (“ the Property”), pursuant to Section 13 of the Housing Act 1988 (“the Act”).
1. The Applicant first acquired the tenancy of the Property on 15<sup>th</sup> September 2017 on a 6 month shorthold tenancy The Applicant stated he then signed a further 1 year tenancy, ending on 14<sup>th</sup> March 2019, paid an administration fee of £40 but never received a tenancy agreement. When he asked for a further tenancy agreement to be signed, he did not hear anything further, the Respondent advising there was a backlog with the paper work. The tenancy therefore continues as a periodic tenancy.
2. The Landlord of the Property, Leef Properties (“the Respondent”) thereafter served a notice to increase the rent for the Property (“the Notice”) from £700 per calendar month, to £725 per calendar month. The Notice, dated 13<sup>th</sup> May 2019, stated the increase was to take effect from 15<sup>th</sup> June 2019.
3. The Applicant objected to the proposed increase and filed an application, dated 14<sup>th</sup> June 2019, for the issue to be determined.
4. The Applicant made submissions to the Tribunal, but none were received from the Respondent. Neither party requested a hearing.

## **Inspection**

5. The Tribunal inspected the Property in the presence of the Applicant. The Respondent was not represented.
6. The Property is a three-bedroomed semi-detached property situate on a modern housing development in a suburb of Hull. The housing development is 3 years and comprises of a number of similar properties that are either detached, semi-detached or link properties. The Property fronts onto a main road. There is a car parking space for two cars to the rear of the Property that is included within the tenancy.
7. The accommodation comprises two double bedrooms, a single bedroom, bathroom, downstairs cloakroom, a large kitchen with a small dining area and living room. There are patio doors from the living room leading to a small rear garden that also leads to the rear car parking spaces. All floor coverings, white goods and a garden shed are included in the tenancy.
8. The Property is double-glazed throughout and has gas central heating.

9. The Applicant confirmed there were no items of disrepair within the Property, save for the garden. The garden has a grassed area and a path leading from the side access to the rear boundary. The Tribunal noted a raised inspection cover in the middle of the grassed area that was potentially hazardous, being raised above the grassed area. Further, no work had been done to the grassed area leaving it uneven and sparsely covered. The Applicant advised builder's rubble remains in this area and consequently the grassed area is currently unsuitable for use by his children.

### **Determination**

10. The Tribunal firstly considered whether it had jurisdiction to deal with the application. The tenancy must be one that falls within section 13 of the Act.
11. The criteria for this are:
  - the tenant must have exclusive occupancy of the Property;
  - the Property must be a dwelling house;
  - the dwelling house must be let as a separate property;
  - the tenant must be an individual;
  - the tenant must occupy the property as their principal home;All these conditions are met in this case.
12. The following criteria must then be satisfied:
  - the tenancy is a periodic tenancy that makes no provision for a rent increase;
  - any rent increase is in the prescribed form;
  - the rent increase must be 52 weeks after the commencement of the tenancy;
  - the rent increase must also be 52 weeks after any previous increase;
  - the notice period for the increase must be at least one month;
  - the notice must be signed by the landlords;
  - the proposed rent must be specified to take effect at the beginning of a new period of the tenancy.
13. The Tribunal determined all these requirements are met.
14. The Tribunal thereafter considered the appropriate market rent for the property. In determining this, the Tribunal considered the market evidence available to it from its own enquiries, together with its own knowledge and experience.
15. The Applicant advised the Tribunal a property at 133 Maybury Road had recently been let and had been advertised for £600 per calendar month. The Tribunal inspected the exterior of this property and noted the difference from the Property was that 133 Maybury Road was a link property and was not semi-detached. In all other respects it appeared similar to the Property.

16. The Tribunal considered this comparable property was evidence of an open market rent but there should be an adjustment to the rent for the Property being semi-detached. It also noted another property on the same development advertised to let on a Rent to Buy Scheme. This was directly comparable with the Property being a semi-detached property and having the same accommodation as the Property. It was advertised at £675 per calendar month.
17. The Tribunal determined this second comparable property was good evidence of the open market value of the Property in the sum of £675 per calendar month.
18. The Tribunal thereafter considered whether there should be a reduction of the market rent to reflect any defects in the condition of the Property, when comparing it to the open market value. It considered the state of the garden, with particular reference to the raised inspection cover, was a defect and determined the rent should be reduced by £25 per calendar month, to reflect this.
19. The rent for the Property is therefore in the sum of £650 per calendar month with effect from 15<sup>th</sup> June 2019, this being the date of increase in the Notice.