



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

Case Reference : **MAN/00BP/MNR/2020/0007**

Property : **6, Brandwood, Chadderton, Oldham,
OL1 2TP**

Tenant : **Abdul Matin, Mohammed Abu
Hasan and Rushkand Matin**

Landlord : **MD Suleman Miah**

Representative : **Amin Haque, Solicitors**

Type of Application : **s13 Housing Act 1988**

Tribunal Members : **Judge C Wood
Ms S Latham**

Date of Decision : **14 October 2020**

Date of Reasons : **5 January 2021**

REASONS FOR DECISION

Decision

1. By a decision dated 14 October 2020, the Tribunal determined, in accordance with section 14 of the Housing Act 1988, that the open market rent for the Property is £1700.00 per month.

Background

2. By a notice dated 11 October 2019, (“the Notice”), the Landlord proposed a new rent of £1950.00 per month to take effect from 22 November 2019.
3. By an application dated 4 November 2019, the Tenants referred the Notice to the Tribunal.

Inspection

4. Due to covid-19 restrictions, the Tribunal made an external inspection of the Property.
5. The Property is a modern detached house of brick and interlocking tile construction, located in a quiet cul-de-sac. The Property has UPVC windows/double-glazing. There are gardens to the front and rear of the Property, together with 2 single garages and parking space for 2 additional vehicles.
6. Based on the information contained in the Tenant’s application, the Property has 3 reception rooms, 5 bedrooms, and 3 bathrooms. It is not clear if the 3 reception rooms include the kitchen. The Tenant states that no furniture is provided by the Landlord.
7. From its external inspection, the Tribunal noted that the front exterior of the Property appears in good condition.

Evidence

8. Both parties made written representations to the Tribunal.
9. The Applicant made the following submissions:
 - 9.1 following the sale of the Property by the Applicant to the Landlord at a reduced price, it was agreed that the Applicant could remain in the Property on the terms of a tenancy agreement at a monthly rent of £500;
 - 9.2 the Landlord is therefore estopped from seeking to change the terms of the tenancy;
 - 9.3 even if the Landlord is not estopped, then the new rent sought is “excessive” as “...the average rent for properties in the Chadderton area where this Property is located is in the region of £1000 to £1200”;
 - 9.4 Evidence is provided of a detached bungalow for rent in the same postcode at £1650 per month. Its main features include 3 double bedrooms, 3 bathrooms (1 ensuite), sunroom, fully furnished and with extensive grounds.
10. The Landlord made the following submissions:

- 10.1 the tenancy was a fixed term tenancy to 30 June 2019. Following its expiry, the tenancy is a statutory periodic tenancy;
- 10.2 the determination of the rent sought is based on a Zoopla estimate showing a rental range of £1800 - £2100 pcm.

The Law

- 11.1 The Tribunal must first determine that the Landlord's notice under section 13(2) satisfied the requirements of that section and was validly served.
- 11.2 The Housing Act 1988, section 14 requires the Tribunal to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
- 11.3 In so doing the Tribunal, is required by section 14(1), to ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.
- 11.4 Section 14(4) provides that for the purposes of section 14 "rent" includes amongst other things any sums payable to the landlord by the tenant in respect of council tax.
- 11.5 Section 14(4) provides that for the purposes of section 14 "rent" does not include a "service charge" within the meaning of section 18 Landlord and Tenant Act 1985 (i.e. where in accordance with the terms of the tenancy or other agreement a service charge payable by the tenant is variable from time to time according to changes in the relevant costs). However, it does include a "fixed" service charge.

Tribunal's Deliberations

- 12.1 The Tribunal did not agree that the Landlord was estopped from seeking an increase in the rent. It confirmed the Landlord's legal analysis that the original agreement was for a fixed term tenancy from 22 February – 30 June 2019, following the expiry of which, the tenancy became a statutory periodic tenancy.
- 12.2 The Tribunal determined the Notice to be valid.
- 12.3 The Tribunal therefore had to decide only whether or not the rent proposed by the Landlord was fair and reasonable. In doing so it must comply with section 14 (1) of the Housing Act 1988 as referred to above.
- 12.4 The Tribunal considered that the evidence of open market rents provided by the Applicant was of limited value in determining the rent for the Property. The evidence referred to a property which was significantly different from the Property and could not be considered as comparable evidence.
- 12.5 The Tribunal considered that the Landlord's evidence of an estimated rental range broadly accorded with its own knowledge and experience of market rent levels in the relevant area. It therefore concluded that the rent at which the

Property might reasonably be expected to be let on the open market if the same were in perfect condition would be £2000 per month with the benefit of carpets, curtains and white goods supplied by the Landlord. Further, the Tribunal assumed that there would be a degree of “wear and tear” in the kitchen and bathroom fittings. It was therefore necessary to make the following deductions:

Less:

(i) lack of provision of white goods:)	
(ii) dated kitchen fittings:)	£300
(iii) dated bathroom fittings:)	

Open market rent for the Property: £1700 per month

12.6 This rent will take effect from 22 November 2019 being the date stipulated in the Notice.

Judge C Wood

5 January 2021