



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

Case reference : **BIR/OOFY/MNR/2021/0040**

Property : **Room 1
142 Gregory Boulevard
Nottingham
NG7 5JE**

Applicant : **Ms D Siafa**

Representative : **None**

Respondent : **Capital Homecare Investments Ltd**

Representative : **None**

Type of application : **Application under Section 13(4) of the
Housing Act 1988 referring a notice
proposing a new rent under an Assured
Periodic Tenancy to the Tribunal**

Tribunal members : **G S Freckelton FRICS (Chairman)
Mrs K Bentley**

**Venue and Date of
Determination** : **The property was inspected on 25th October
2021 and the matter was dealt with by a
Video hearing on 10th January 2022**

DETAILED REASONS

BACKGROUND

1. On 5th August 2021, the Applicant (tenant of the above property) referred to the Tribunal, a notice of increase of rent served by the Respondent (landlord of the above property) under section 13 of the Housing Act 1988.
2. The Respondent's notice, which proposed a rent of £550.00 per calendar month with effect from 1st September 2021, is dated 23rd July 2021.
3. The date the tenancy commenced is stated on the Application Form as being on 15th October 2020 and is an Assured Shorthold Tenancy. It is understood that the rent was paid from 1st November 2020. The current rent is stated in the Respondent's notice as being £395.00 per calendar month. The rent was understood to be £425.00 per month at the commencement of the tenancy although this was subsequently reduced to £395.00 per month.
4. The Tribunal carried out an inspection of the property on 25th October 2021 in the presence of the Applicant and Mr Oliver Scott, on behalf of the Respondent. A video hearing was arranged for the same day. The Applicant attended but the Respondent did not and later submitted that he had attempted to join the hearing but was unable to gain access. It was submitted that the Respondent had wanted to be present at the hearing.
5. The Tribunal considered the matter and the hearing was therefore initially rearranged for 6th December 2021. This was subsequently postponed and rearranged again for 10th January 2022. On this occasion the Applicant attended but the Respondent did not.
6. The Tribunal issued its Decision following the hearing on 10th January 2022. The Applicant subsequently requested written reasons and these detailed reasons are provided in response to that request.

INSPECTION and ACCOMMODATION

7. As stated, the Tribunal carried out an inspection on 25th October 2021 and found the property to comprise a semi-detached three-storey villa style house of brick construction surmounted by a slate roof to the main house. It is located on a busy road.
7. The property is let as an HMO with eight letting bedrooms over the three floors.
8. The shared accommodation comprises primarily the hallway and communal kitchen having a shower room off on the ground floor. On the first and second floors are shared bathrooms having three-piece sanitary suites and showers over the baths. There is a shared sitting room in the cellar which the Tribunal considers to be unsatisfactory due to its access, location and lack of natural light and ventilation.
9. The property has gas fired central heating and UPVC double glazing. There is a yard area to the rear and potential for limited vehicle parking to the front.
10. Based on the Application Form the Tribunal understands that the rental includes gas, water and electricity charges and broadband.

11. The Tribunal inspected the Applicant's room and noted that the furniture provided by the Respondent comprised a bed, desk, chair, two wardrobes, chest, shelves, bedside cupboard, carpet and curtains.
12. It is understood that in the kitchen all tenants have their own cupboards. There is a shared washer/dryer, microwave, three fridges and two ovens with hobs over. The Tribunal was informed that one of the ovens did not work.

EVIDENCE

13. As the Respondent did not attend the hearing the Tribunal was only able to receive submissions from the Applicant.

In summary the Applicant submitted:

- 1) That it was unfair to increase the rent by £125.00 per month.
- 2) That the Respondent had carried out no works to the property and did not keep their word regarding undertaking repairs.
- 3) That all new tenants, recently moved into the house were paying £425.00 per month whereas existing tenants were being asked to pay £550.00 per month.
- 4) That there was no security 'peephole' to the front door.
- 5) That there had been a water leak to the Applicant's bedroom. (The Tribunal noted damp and evidence of leaking to higher areas in the Applicant's room).
- 6) That there was supposed to be weekly cleaning but over the past year the cleaners had only attended on three occasions (the third being on the day of the Tribunal's inspection).
- 7) That the Applicant had not seen the gas or electrical safety certificates and thought the boiler looked unsafe. (However, it was evident to the Tribunal that the boiler was working on the day of the inspection).
- 8) That the dryer continually cuts out and cannot be used for three hours following a 'cut out'.
- 9) That the security bars fitted internally to the front windows of the Applicant's room cannot be opened so there is no escape in the event of a fire.
- 10) That areas of floor have sunk in the property.
- 11) That the hot water to the ground floor shower only works intermittently. The drain also regularly blocks.
- 12) The kitchen tap drips and there is a hole in the wall by the radiator.
- 13) That the internet connection is poor and not adequate to be used by eight people.
- 14) That when the fire alarm goes off there is usually a significant delay before anyone attends to turn it off.

THE LAW

14. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded 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.
15. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

THE TRIBUNAL'S DECISION

16. It was evident to the Tribunal that the property was in generally poor condition throughout. The Tribunal appreciates that the property is an HMO but is of the opinion that the condition cannot be attributed to anything other than the Respondent's lack of general ongoing maintenance and repair.
17. In coming to its decision, the Tribunal had regard to the members' own general knowledge of market rent levels in the area of Nottingham.
18. The Tribunal therefore concluded that an appropriate market rent for the property would be £425.00 per calendar month.
19. The Tribunal therefore determined that the rent at which the property might reasonably be expected to be let on the open market would be £425.00 per calendar month. This figure includes gas, electricity, water and broadband.
20. This rent will take effect from 1st September 2021, being the date of the Respondent's Notice.

APPEAL

21. Any appeal against this Decision can only be made **on a point of law** and must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this Decision, (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

G S Freckelton FRICS
Chairman
First-tier Tribunal Property Chamber (Residential Property)