



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

Case Reference : **BIR/00CU/MNR/2022/0011**

Property : **12 Laurel Court, 63 South Street, Walsall,
WS1 4HD**

Landlord : **Green Square Accord Ltd**

Tenant : **Ross Cooper**

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

Tribunal Members : **Nicholas Wint BSc Hons FRICS
Derek Douglas**

Date of Decision : **18 July 2022**

STATEMENT OF REASONS

© CROWN COPYRIGHT 2022

BACKGROUND

1. By way of a notice dated 25 February 2022, Green Square Accord Limited (“the Landlord”), sought to increase the rental in respect of 12 Laurel Court, 63 South Street, Caldmore, Walsall West Midlands WS1 4HD (“the Property”) to £88.23 per week including £8.40 fixed service charge under section 13 of the Housing Act 1988 (“the Act”) with effect from Monday 4 April 2022.
2. The tenancy commenced on Monday 23 February 2015 and the rent payable at the time of the notice was £84.62 per week including a fixed service charge of £7.93.
3. By an application dated 4 March 2022, Ross Cooper (“the Tenant”) referred the Notice of increase of rent served by the Landlord to the Tribunal.
4. The initial application to the Tribunal by the Tenant included a copy of the Rent Increase Notice but did not include a copy of the required Guidance Notes, the Tenant advising that the Landlord would supply this. The Tribunal therefore wrote to the Landlord requesting a copy but failed to receive a response. A further note was sent to the Landlord requesting a copy and advising that failing to provide such may invalidate the initial Notice on the grounds it may not have the necessary jurisdiction to act and therefore proposed to strike out the application under Rule 9. However, on 14 April the Tenant provided a copy of the Rent Increase Notice complete with full Guidance Notes allowing the Tribunal to proceed with the matter.
5. The Tribunal issued its Directions dated 6 May 2022 and listed the case on Monday 18 July 2022 carrying out an internal inspection followed by a telephone hearing on the same day. The inspection and hearing were attended by the Tenant only.
6. The Tenant and Landlord both returned to the Tribunal a completed Reply Form. No further written submissions were received from either party.
7. After consideration of the available evidence and the applicable law, the Tribunal determined a rental of £88.23 per week including £8.40 for services provided under the terms of the lease with effect from Monday 4 April 2022.
8. Upon receipt of an email dated 22 July 2022 the Tenant requested the Tribunal provide reasons. These written reasons should therefore be read in conjunction with the Decision of the Tribunal dated 18 July 2022.

THE PROPERTY

9. The Property is located on the outskirts of Walsall town centre and forms part of a purpose-built block of flats with off-street parking (via permit) and communal gardens.
10. The accommodation briefly comprises a first floor one-bedroom flat with living room, kitchen, bathroom, central heating and double-glazed windows.
11. As regard the carpets and curtains and white goods (cooker, washing machine and fridge), the Tenant confirmed that these are his. No other improvements have been carried out to the Property by either the Landlord or Tenant since it was first let.
12. The Landlord does, however, provide various services for the upkeep of the communal areas. The Tenant claims that the Landlord has persistently failed to adequately maintain the common areas including issues with the door entry system, failed to redecorate the common areas, failed to repair the carpark security camera and has frequently failed to arrange for the collection of rubbish in and around the communal bin area. No comments from the Landlord were received in response.
13. The Tribunal found on its inspection that the internal common areas were in need of redecoration however the external areas appeared to be well maintained and there also appeared to be no issue with the communal bin areas. The door entry system was working and there were no other issues that were remarkable. Other than the outstanding matters referred to the Tribunal found the property to be in reasonable condition and decorative order given its age and location.
14. The Tribunal did however find the Tenants flat to be in poor decorative order and had clearly not been maintained nor regularly cleaned to a satisfactory standard.

EVIDENCE

15. The Tribunal received no written representations from either party except in connection with the submitted Reply Forms and the information contained therein. No evidence was therefore received from the Landlord in support of their claim to increase the rent.
16. The Tenant did however request a hearing which was conducted via telephone which the Landlord was not in attendance. At the hearing the Tenant simply reiterated the information on his Reply Form and when pressed by the Tribunal to advise as to what a market rent for the Property would be suggested a rent in the order of £80 to £85 per week based on a Google search he had carried out.

17. Neither the Landlord or Tenant made any further representations.

THE LAW

18. Section 14 of The Housing Act 1988 states:

'(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy -

- (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
- (b) which begins at the beginning of the new period specified in the notice;
- (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates;...'

'(2) In making a determination under this section, there shall be disregarded -

- (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
- (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to the immediate landlord ...

19. The jurisdiction of the Rent Assessment Committee was transferred to the First-tier Tribunal (Property Chamber) from 1st July 2013.
20. 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.
21. 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

22. 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.
23. 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.
24. The Tribunal used its own general knowledge of market rental levels in Walsall area and from its own research into rental values for similar types of property from the surrounding areas. The Tribunal has, therefore had regard to the location, accommodation and condition of the Property as well as more specifically the condition of the internal communal areas and that the white goods were supplied by the Tenant.
25. There were no Tenants' improvements and so no deductions were made in this respect.
26. No 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. Taking all factors into consideration, the Tribunal was satisfied and concluded that the likely market rental would be £88.23 per week including £8.40 for services per week after making the above adjustments.
27. The rent determined by the Tribunal for the purposes of Section 14 was, therefore, £88.23 per week including £8.40 for services per week

RIGHT OF APPEAL

28. 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.

Nicholas Wint BSc (Hons) FRICS