

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

42 Clare Street,
Northampton,
Northamptonshire,
NN1 3JF

The Tribunal members were

Judge John R Morris
Mrs M Wilcox BSc MRICS

Landlord

Mr Billy Wrigley

Address

C/O Miss C Cast,
Insync Lettings Ltd,
50 Essex gardens,
Bedford, Bedfordshire MK42 0EQ

Tenant

Ms Svetlana Saghin & Mr Lurie Lupasco

1. The rent is: £

675.00

Pe

Calendar Month

(excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is:

28th August 2022

*3. The amount included for services is/is negligible/not applicable

N/A

Per

N/A

*4. Service charges are variable and are not included

5. Date assured tenancy commenced

28th November 2014

6. Length of the term or rental period

Monthly

7. Allocation of liability for repairs

S11 Landlord and Tenant Act 1985

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

Mid terrace house comprising living room, dining room, kitchen, two bedrooms and a bathroom with w.c.

Judge

J R Morris

Date of Decision

1st November 2022



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

Case Reference : **CAM/34UE/MNR/2022/0080**

Property : **42 Clare Street, Northampton, NN1 3JF**

Applicant (Tenants) : **Ms Svetlana Saghin & Mr Lurie Lupasco**

**Respondent (Landlord):
Representative** : **Mr Billy Wrigley
Insync Lettings Ltd**

Type of Application : **Determination of a market rent under
Section 13 of the Housing Act 1988**

Tribunal Members : **Judge JR Morris
Mrs M Wilcox BSc MRICS**

Date of Decision : **1st November 2022**

DECISION

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DECISION

1. The Tribunal determined a rent of £675.00 per calendar month to take effect from 28th August 2022.

REASONS

THE PROPERTY

2. The Property is a two-storey mid terrace house constructed circa 1890 with painted brick elevations at the front and at the rear the lower courses of brick are painted. The Property has a pitched slate roof. The front door is timber. There is a timber bay window to the living room at the front on the ground floor and to the kitchen at the rear into which are let upvc frames with double glazed units. The other windows also are timber surrounds into which are let upvc frames with double glazed units except in the dining room at the rear where there is a timber sliding sash single glazed window. There is a small garden area at the front and an enclosed garden at the rear. There is a garage which is accessed via a shared gateway in Somerset Street (the street parallel to Clare Street) to a courtyard off which are the garages and gardens to the Property and its neighbours.

Accommodation

The Property comprises, on the ground floor, a hallway with stairs rising to the first floor, a living room (3.70 x 3.60 m), a dining room and a kitchen (2.40 x 4.60 m). On the first floor there are two bedrooms (3.60 x 4.30 m; 3.10 x 3.70 m) and a bathroom (2.40 x 4.60 m). There is a dry cellar under the living room.

Services

Space and water heating is by a gas fired central heating system. The Property has mains electricity, gas, water and drainage.

Furnishing

The Property is let unfurnished. Floorcoverings are provided.

Location

The Property is situated in a residential area on the edge of Northampton town centre.

THE TENANCY

3. The Tenancy commenced as a contractual monthly periodic Assured Shorthold Tenancy on 28th November 2014 for a period of 6 months at a rent of £565.00 per calendar month and continued thereafter as a statutory tenancy on the same terms. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

THE REFERRAL

4. The current rent is £635.00 per calendar month. By a notice in the prescribed form dated 27th July 2022 the Landlord proposed a new rent of £900.00 per calendar month from 28th August 2022.
5. On 25th August 2022 the Tenants referred the notice proposing a new rent to the Tribunal. Directions were issued on 5th September 2022 informing the parties that the Tribunal did not intend to hold an oral hearing unless a request was made by 10th October 2022. Neither party made a request for a hearing. The Tenants completed the Reply Form attached to the Directions. An inspection took place on 1st November 2022.

THE LAW

6. The relevant law is in section 14 of the Housing Act 1988 which is summarised below.
7. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic tenancy-
 - (a) 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 rent) are the same as those of the subject Tenancy
8. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall disregard –

- (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
 - (c) any reduction in the value of the dwelling-house due to the failure of the Tenant to comply with any terms of the subject Tenancy.
9. Nothing in section 14 affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

CONDITION

10. The Tribunal inspected the Property on 1st November 2022 in the presence of Ms Saghin, one of the Tenants.
11. Externally, the Property is in fair to poor condition. The front step has crumbled away at one end and poses a risk of causing an occupier or visitor to fall. At the front the gutters have vegetation growing from them and it appears that the hopper overflows. There is a plant growing into the wall over the front bay. At the rear there are indications internally that the gutter over the bathroom overflows. The garage is dilapidated and is of limited use. The timber surrounds of the windows are in need of refurbishment and decoration, the dining room window is in particularly poor condition. The painted exterior at the front is peeling and requires removal or redecoration.
12. Internally, the kitchen is dated and basic and the units are in very poor condition. The original integral oven ceased to work and was replaced by the Tenants. The hood over the hob does not operate. All other white goods are provided by the Tenant. The bathroom has a shower over the bath which was originally installed by the Landlord but has since been replaced by the Tenants. There are signs of water ingress on the kitchen ceiling from the bathroom above or possibly from where the outside toilet roof abuts the kitchen wall. There are signs of water ingress on the bathroom wall which appears to result from the guttering overflowing. The dining room window is in very poor condition and is very difficult to open and close. The kitchen floor covering is in a very poor condition and the Tenants have covered it over with their own floor covering. The carpets are as let and are due for replacement from fair wear and tear. The cellar is in fair condition as a storage room.

REPRESENTATIONS

13. The Tenants made written representations together with photographs taken on 26th September 2022, as follows:
- The dining room is very cold with a poor window. The room is kept closed and used only for storage.
 - The kitchen is dated and in a poor condition the drawers do not close properly and some are almost falling apart. The Tenants said they had attempted to repair one of the unit doors. The cooker hood has never worked. The oven did not work and the Tenants said they replaced it because they could not wait for the Landlord to do so. There is a leak which has damaged and stained the ceiling.

- The carpets are very old and stained. The Tenants said they had attempted to clean them approximately every 6 months employing a professional carpet cleaner however the stains remain.
 - The bathroom wall is stained due to ingress of water.
14. The Tenants said that the Landlord had served a 'no fault' mandatory Notice to Quit under section 21 of the Housing Act 1988 (copy provided).
15. The Landlord made no representations.

DETERMINATION

16. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. The Tribunal does not take into account the present rent and the period of time for which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent.
17. The Tribunal only has jurisdiction to determine the rent. It cannot take into account whether a section 21 Housing Act Notice has been served or the difficulty in obtaining alternative accommodation. It also cannot take into account the personal circumstances of either the Landlord or the Tenant.
18. The Tribunal assesses a rent based on the condition of the Property as at the time of the determination. Therefore, it cannot take into account the period of time which a property might have been in disrepair prior to work being carried out by the Landlord. Equally, it cannot take into account work which the Landlord said it intended to undertake or was scheduled to take place in the future.
19. Neither party submitted rental evidence of comparable properties. The Tribunal using the experience of its members determined that a market rent for the Property, taking into account its location, in good condition with central heating, double glazing, modern kitchen and bathroom, and let with carpets, curtains and white goods on an Assured Shorthold Tenancy would be £900.00 per calendar month. The Tribunal deducted the sum of £225.00 for:
- the lack of white goods, the oven having been replaced by the Tenants,
 - the replacement of the shower in the bathroom by the Tenants, the poor condition and dated and basic kitchen,
 - the poor external condition of the Property including the condition of the guttering, decorative appearance, the condition of the wood work generally, and the dining room window in particular, and the dilapidated garage.
- It should be noted that this figure cannot be a simple arithmetical calculation and is not based specifically upon capital cost but is the Committee's estimate of the amount by which the rent would have to be reduced to attract a tenant.
20. The Tribunal determined that a market rent for the Property in its present condition is **£675.00 per calendar month to take effect on 28th August 2022.**

Judge JR Morris

Caution: The Tribunal inspected the Property for the purposes of reaching this decision. The inspection was not a structural survey and any comments about the condition of the Property in this statement must not be relied upon as a guide to the structural or other condition of the property.

APPENDIX - RIGHTS OF APPEAL

1. If a party wishes to appeal the decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e., give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.