



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

Case reference : **BIR/37UJ/MNR/2023/0056**

Property : **23 Charnwood Grove
West Bridgford
Nottingham
NG2 7NT**

Applicant : **Lesley Dunbar**

Representative : **None**

Respondent's : **Tolbea Limited**

Representative : **Mr J Collins**

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 : **Mr G S Freckelton FRICS
Mrs K Bentley**

**Venue and Date of
Determination** : **The matter was dealt with by a Video
Hearing on 26th June 2023**

DETAILED REASONS

BACKGROUND

1. On 14th March 2023, 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 £944.87 per calendar month with effect from 7th May 2023, is dated 3rd March 2023.
3. The date the tenancy commenced is stated on the Application Form as being on 2nd September 1991 and is an Assured Periodic Tenancy. The current rent is stated in the Respondents notice as being £697.00 per calendar month although the rent was previously fixed by the Tribunal on 7th February 2022 at £727.00 per calendar Month.
4. The Tribunal issued its Decision following the inspection and hearing on 26th June 2023. Both parties subsequently requested written reasons and these detailed reasons are provided in response to that request.

INSPECTION

5. Prior to the hearing the Tribunal carried out an inspection of the property which comprises a substantial mid terraced villa style house of traditional construction having an original pitched slate roof situated in an area of predominantly similar type properties.
6. Briefly the accommodation comprises of steps up to an open front porch, hallway with stairs off to the first floor and cellar off, front lounge, rear dining room and small kitchen on the ground floor. The kitchen is fitted with a limited range of basic units.
7. On the first floor the landing leads to two double bedrooms and bathroom being fitted with a three-piece sanitary suite and electric shower over the bath.
8. On the second floor is a further double attic bedroom.
9. The house has gas fired central heating although this was installed with the benefit of a 'Warmfront' grant at no cost to either the Applicant or Respondent and the Tribunal has therefore disregarded the benefit of the central heating from the rent assessment. There is no double glazing.
10. Externally there is a small front forecourt and small rear yard/garden with shed/potting shed which, the Tribunal understands, was landscaped by the Applicant.
11. The property was noted to be in a condition throughout which was generally commensurate with its age and type.

EVIDENCE

12. The Tribunal received written representations from both parties which were copied to the other party.
13. The Respondent requested a hearing and a video hearing was arranged following the inspection.

THE APPLICANT'S SUBMISSIONS

14. In summary both in writing and at the hearing the Applicant submitted:

- 1) The ceiling to the dining room was cracked.
- 2) The Applicant had fitted new fireplaces to the lounge and dining room.
- 3) The Applicant had fitted all the units to the kitchen including the sink, flooring and tiling.
- 4) The Applicant had fitted sliding wardrobes to bedroom 1 and replaced the ceiling to bedroom 2.
- 5) The Applicant had completed repairs to the ceiling of bedroom 3 as there was damage caused by holes to the roof which the previous landlord had not repaired.
- 6) In the bathroom the Applicant had replaced the flooring, W.C., heater and fitted a new electric shower together with some wall tiling.
- 7) Outside, the Applicant had replaced the entire fence and shed together with works to the garden. Repairs had been carried out to the front path and a porch light fitted.
- 8) Generally ongoing decoration had been completed throughout both internally and externally as required together with new sash windows to the lounge, bathroom and bedroom 1, vinyl tiles to the hall and radiators to the bathroom and bedroom 3 which were not included in the Warm Front improvements.
- 9) That during the time the Applicant had lived in the property she had maintained the interior in good order.
- 10) That the Applicant paid for a hatch to be fitted to the loft so that insulation could be provided and for a TV aerial to be fitted.
- 11) That the Applicant has provided all the carpets and floor coverings throughout.
- 12) That the cellar ceiling was in poor condition with areas of the ceiling falling off.
- 13) That despite the Respondents submissions to the contrary, the Applicant was under the impression that the Respondent wanted to evict her.
- 14) That when the Respondent purchased the property it was not aware of the exact nature of the Applicant's tenancy. This was negligent on their part.

THE RESPONDENT'S SUBMISSIONS

15. In summary both in writing and at the hearing the Respondent submitted:

- 1) That it had no intention of trying to evict the Applicant. His company owned several residential properties and it was in his interest to keep the property occupied, particularly with increasing interest charges.
- 2) That the property had been purchased to let and that having the Applicant in occupation was very much in the Respondent's interest.
- 3) That there was evidence of other lettings in the area at between £1,300.00 - £1,750.00 per calendar month. The property two doors from this house had been let at £1,550.00 per calendar month. It was appreciated that rental proposed was less than nearby evidence but this reflected the condition of the property.
- 4) That it had offered to install double glazing and to do other works.
- 5) That it did not consider it to be fair that allowances for repairs/improvements were given over many years which would already have more than paid for any works had they been completed.

16. To support its opinion of the rental value the Respondent provided copies of various adverts and letting details.
17. In response, the Applicant referred to the letting two doors away from the property which she said was an HMO with three residents sharing the costs. The Respondent confirmed that it was occupied by three people but that it was not an HMO.

THE LAW

18. 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.
19. 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

20. In the first instance the Tribunal confirmed at the hearing that the property two doors away from the house was not an HMO having only three occupants. The Tribunal also confirmed that it was excluded from considering any personal circumstances of either the Applicant or Respondent in reaching its decision.
21. The Tribunal determined that if the property was to be marketed today then considerable improvement and upgrading would be required.
22. In coming to its decision, the Tribunal had regard to the members' own general knowledge of market rent levels in the area of Nottingham. West Bridgford itself is generally considered to be a relatively sought-after residential area with good access to the city centre.
23. Having regard to the general level of rents in the area the Tribunal concluded that if the subject property had been in good condition the market rental value would have been £1,300.00 per calendar month.
24. The Tribunal then made the following adjustments to reflect the improvements carried out by the Applicant:

1) Front path repairs	1.00
2) Improvements to kitchen	10.00
3) Repairs to floors	12.00
4) New Fireplaces	12.00
5) Shower over bath & tiling	10.00
6) Radiators to Bathroom and Attic	2.00
7) Sliding wardrobe door	3.00
8) Repairs to ceiling	4.00
9) Landscape garden	10.00
10) Repairs/replacement of windows	30.00
11) <u>Loft Hatch</u>	<u>5.00</u>
Total	£99.00 per month

25. However, the property as inspected by the Tribunal was not in the condition that would be expected in the open market and the Tribunal therefore also made the following deductions to reflect the condition of the property as follows:

1) Lack of double glazing	60.00
2) Carpets and curtains	40.00
3) White goods	30.00
4) <u>Decorating liability</u>	<u>130.00</u>
Total	£260.00 per month

26. The Tribunal therefore concluded that an appropriate market rent for the property would be £941.00 per calendar month (£1,300.00 - £99.00 - £260.00).

27. The Tribunal therefore determined that the rent at which the property might reasonably be expected to be let on the open market would be £941.00 per calendar month.

28. During the hearing the Applicant submitted that she was in receipt of Housing Benefit and Pension Credit and that a significant increase would cause her hardship. The Tribunal therefore exercised its discretion and determined that the rent would take effect from 26th June 2023 being the date of the determination rather than 7th May 2023, being the date on the Respondents notice of increase.

APPEAL

29. 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)

