



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

Case Reference : **CAM/00KA/MNR/2023/0076**

Property : **Flat 3, Bridge Tavern, Guildford Street,
Luton, Bedfordshire
LU1 2NW**

Tenant : **Aferdita Hoxha**
unrepresented

Landlord : **Chapel Green Properties Limited**
Unrepresented

**Date of Application
(received)** : **2nd May 2023**

Type of Application : **section 13(4)(a) Housing Act 1988 (“the
1988 Act”)**

Tribunal : **Judge J. Oxlade**
Mrs. S. Redmond BSc. ECON MRICS

**Date and venue of
Inspection** : **3rd October 2023**

DECISION

For the following reasons, the Tribunal assesses the monthly rent payable for the property as £820, payable from 1st June 2023

REASONS

Background

1. The tenant has occupied the property as an assured tenant since 1st October 2022, pursuant to a six month fixed term tenancy, at a monthly rent of £820 pcm (including water charges of £45 pcm). Since the expiry of the term she has occupied as a protected tenant.
2. By notice dated 6th April 2023, served pursuant to section 13(2) of the 1988 Act, the landlord sought a notice of increase in the sum of £1100 pcm incl. with effect from 1st June 2023.
3. By application made by the tenant, and received by the Tribunal on 2nd May 2023, she challenged the new proposed rent.
4. In response to directions issued by the Tribunal dated 31st July 2023, neither party filed any evidence to show what rent the property might reasonably be expected to be let on the open market, with a willing landlord under an assured tenancy; it is not clear on what basis the landlord set the new rent at £1100. The landlord did not indicate a change in the costs attributable to water charges, which we regard as fixed charges.
5. Further, neither party filed evidence as to any improvements made by the tenant (which would be disregarded, unless made outside the terms of the tenancy), nor any reduction in value attributable to the tenants failure to comply with the terms of the tenancy. The absence of such background evidence leaves the Tribunal in the position of having to assess the open market rent using its general knowledge and experience as an expert Tribunal, having regard to rents paid in the area generally.

Inspection

6. The Tribunal inspected the property in the presence of the tenant; neither the landlord nor his agent attended.
7. The building consists of a modern 6-storey block of flats, with a render facing to the front, but unfinished to the rear. It is centrally located in Luton, with good access to the town centre and railway station. The front door is a large municipal glass door, with a narrow raised pavement leading up to it, with a raised lip; it is narrow, and a trip hazard.
8. Visitor's access would be gained by entry 'phone, but this was out of order at the time of our inspection, as it failed to connect to flat 3. A delivery driver seeking entry at the same time said he had tried to gain access the day before, without success. We were only able to gain access by 'phoning the tenant, to ask to be

admitted; later the tenant said that it had been like this since she first occupied the premises 3 years ago, and the landlord well knew that it was out of commission. It required the tenant to go to the front door, to admit us, using a fob, and then use the same fob to access the floor of her building. She confirmed as accurate a faded note on the door to warn that a fob was needed to not only gain admission but to leave. The tenant confirmed that the fob is needed to leave the floor on which her flat is located and also the building. Absent of the fob, a person could not leave; this clearly has fire hazard implications.

9. The common parts were shabby and smelt, the stairs being carpeted and walls marked. The tenant reported that they are cleaned weekly. The lift is out of commission; the electrics to a front-facing panel were missing and the tenant reported that this too had been out of action all of the time that she had been there – so 3 years or so.
10. The flat is a first floor flat which opens off a narrow corridor, consists of an entrance lobby; a modern built-in kitchen, located at one end of a long but reasonably narrow living room, with large window opening onto the street; it was finished to a reasonable standard, and with laminate flooring which showed signs of wear. The tenant said that (as provided by the tenancy agreement) she had asked for permission to decorate the flat – which had been given and which she had organised – and prior to that it was in an acceptable standard, albeit that her family had sealed the gap in the skirting board and re-finished it. The tenant had provided the washing machine, and microwave; otherwise the kitchen fittings were provided by the landlord. The bedroom followed the same format and was in the same condition; the landlord had provided a wardrobe. The bathroom was fully-tiled, modern albeit not new fittings, with a shower over the bath. At the time of our attendance the light fitting and extractor (which were linked) were not working; the tenant said that perhaps the cord had been pulled too hard, and she had not yet fixed it. There was no complaint as to condition of the bathroom.
11. There were several storage cupboards off the hallway, one with the hot water tank located in it, and in both the tenant had put storage units. The other storage cupboard appears to have had a leak or other such problem which damaged the paintwork in the hallway; there did not appear to be any ongoing maintenance issue.
12. We explained our role to the tenant, and indicated that she had not raised specifically in the application whether any undue hardship would flow from the increase in rent, which would enable us to set back the date of starting of the new increase in rent by 3 months. However, in an email sent to the Tribunal dated 31st May 223, she had referred to being in receipt of universal credit, and has a housing allowance of £775.00 p.m.; she currently has to make up the remainder (£45 pcm) from her other benefits – though we note that in fact, the rent element of the rent is £775.00 and so the benefits would not be expected to cover the water charge element of the rent. She said that the housing department had already said the sum was sufficient to cover reasonable rental costs, and so she did not expect to be able to secure any further rent from UC to cover any increase. She has a boy aged 4, who has just started school and was concerned about losing their home, and where they might go.

Our assessment

13. The flat was bright, modern, centrally located, and the rooms were a reasonable size. The common parts were shabby, and the landlord has neglected the common facilities: the lift is out of action, which does not impact on the rental assessment of this flat – being on the first floor – but has led to the main hall being a parking place for half a dozen buggies. Whilst very inconvenient not to have an entry ‘phone system to enable callers to communicate with the inhabitant, of considerable concern is the inability to leave without a fob; this is a fire hazard – should a fire start and the occupant not be able to locate the fob, they would be trapped inside without any safe method of escape.
14. On the open market a one bedroom, one reception (without separate kitchen) flat, in such a condition in central Luton would attract a rental income of £1,000 pcm
15. We make the following global deduction of £180 p.c.m. for the shabby common parts, inconvenience of no entry ‘phone, and lack of safety caused by the requirement to have a fob.
16. Accordingly, we set a rent of £820 pcm (incl. water charges); in view of the continuation of the rent already set in October 2022, and in view of the comments at para 12, it is not appropriate to direct that the rent should come into effect at any time later than 1.6.23.
17. Accordingly, as at 1st June 2023 the rent is assessed at £820 p.c.m (incl.)

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Judge J. Oxlade
10th October 2023