



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

**Case Reference** : **CAM/00HA/MNR/2023/0136**

**Property** : **22 St. Martins Avenue  
Luton  
Beds LU2 7LQ**

**Applicants** : **Paul Babbage, Libuse Babbage,  
John Babbage (Tenants)**

**Representative** : **None**

**Respondent** : **Mohamed Abul Hasan (Landlord)**

**Representative** : **AST Assistance Ltd. (Agent)**

**Type of Application** : **Section 13(4) Housing Act 1988**

**Tribunal Members** : **Mr N Martindale FRICS**

**Date and venue of  
Hearing** : **2 April 2024  
Cambridge County Court, 197 East  
Road, Cambridge CB1 1BA**

**Date of Decision** : **2 April 2024**

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**REASONS FOR DECISION**

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**Background**

- 1 The First Tier Tribunal received an application dated 25 September 2023 from the tenants of the Property, regarding a notice of increase of rent, served by the landlord, under S.13 of the Housing Act 1988 (the Act).

- 2 The notice, dated 4 August 2023, proposed a new rent of £1650 per calendar month with effect from and including 1 October 2023. The passing rent was stated in the notice, as £1450 per calendar month, from 1 July 2022.
- 3 The tenancy is an assured shorthold periodic monthly tenancy. A copy of the tenancy and of the landlord's Notice were provided.

### **Inspection**

- 4 The Tribunal did not inspect the Property internally but viewed the exterior from a Google Street View image of the Property at the public road (taken @ May 2022). The Property is a three bedroom semi-detached house. Accommodation is on 2 levels. The house appears to date from the 1950's. It forms part of a larger established residential estate from the same period.
- 5 The external face of the walls are brick, part rendered, with a double pitched hipped main roof over the house, finished in double lap concrete roof tiles covering. The front garden incorporates a single car driveway. There is a rear garden. There is a single car garage to the side of the house. There are no on road parking restrictions.
- 6 The Property accommodation is on two levels. First floor, 3 bedrooms, bathroom WC; ground floor, 2 rooms, kitchen. Side garage. The landlord retains a shed, presumably in the rear garden, not in the tenancy. Windows are mostly older style plastic framed double glazed but, the tenant referred to most with leaking vacuum spaces between panes.
- 7 The Property was said to be let without carpets, curtains and some white goods, but no furniture.

### **Representations**

- 8 Directions, dated 3 October 2023, for the progression of the case, were issued by Legal Officer Laura Lawless. The tenant requested a hearing. The hearing was after two prior adjournments earlier in 2024, finally held on 2 April 2024 at 2pm. The landlord attended in person. The tenant did not attend, nor did his representative.
- 9 The Tribunal delayed the start time until 2.10pm when it commenced the hearing. The tenant, or their representative did not join later. The hearing ended around 2.50 pm. Material supplied by both parties was raised and discussed and the Tribunal questioned the landlord on the tenants written representations for his response. His own material was also queried by the Tribunal.
- 10 The tenant supplied the standard completed reply form and details of a series of minor defects most historic but, some ongoing, which on some occasions had he stated necessitated his attention in default of landlord

action, at the tenant's expense. The tenant provided a copy of an unsigned witness statement for a claim to be presented at county court against the landlord. The statement considered detail regarding an ongoing landlord tenant dispute including possession proceedings, which were disputed. The tenant also provided a range of perhaps a dozen digital colour photographs of the interior and a copy of a lengthy condition survey of the Property completed March 2022.

- 11 The tenant referred to correspondence with a local letting agent suggesting a rent of £1400 to £1450 pcm as it stood but, perhaps £1600 to £1650 pcm with refurbishment. The tenant referred to two nearby houses also in postal area LU2. They appeared to be currently let at £1500 pcm and £1550 pcm. They were said to have the same accommodation as the subject but, to a better finish at a similar time to the subject Property but, at a lower rent which had not been significantly increased despite being slightly better than the subject. The tenant also referred, in March 2024, to extracts of details for let houses ranging from £1600 to £1800 pcm nearby, with the same or similar accommodation and in good condition.
- 12 The standard reply form was received from the landlord. They disputed the condition of the Property stating that in some cases the outstanding defects were the result of tenant use or remained outstanding for lack of access. The tenant challenged this.
- 13 The landlord referred to around £10,000 of improvements having been carried out at the Property. At the hearing the landlord explained that about £5000 had been spent on a replacement gas fired boiler for hot water and space heating. The remaining £5000 was said to have been an accumulation of small repairs and replacements without any specific items referenced. It was unclear to the Tribunal where or how or on what, this other money had been spent however.
- 14 The landlord referred to opinions of local letting agents for the rental value of the Property with rents for equivalent houses in what was regarded as a good residential neighbourhood around £1600 to £1700 pcm. This was the justification for the figure proposed of £1650 pcm by the landlord in their notice of rent increase effective October 2023. The landlord maintained that the figure was fair and did not wish to change his representation at the hearing.
- 15 The Tribunal noted that the tenancy was the subject of a longstanding dispute between the parties. The tenant seeking repairs to defects, the landlord while stating that they had been done also seeking to terminate the tenancy and obtain vacant possession. The rent increase notice is served against this background. The landlord explained by way of background that he sought possession so his now larger family could live there. The house had been first let by Mr Hasan in 2019 to the current tenants.

- 16 Representations from both parties were provided in fragmented and often digitized form. The hearing ran after two adjournments, for differing reasons. While acceptable these fragmented representations run the risk of information and arguments being missed or misunderstood when a comprehensive single document would have provided a clearer case for each party concerned. The Tribunal is however grateful for and has carefully considered such written representations and photographs as it received, from parties as well as those received and clarified at the hearing.

## **Law**

- 17 In accordance with the terms of S.14 of the Act the Tribunal is required to determine the rent at which it considers the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that it is in a reasonable internal decorative condition.

## **Decision**

- 18 Based on the Tribunal's own general knowledge of market rent levels in Luton, it determines that the subject property would let on normal Assured Shorthold Tenancy (AST) terms, for £1700 per calendar month, fully fitted and in good order at the valuation date October 2023.
- 19 However the property appeared "tired" inside, with essentially functional but, basic and now dated bathroom and kitchen fittings. There were no significant tenant's improvements but, there did appear to be a history of ongoing minor defects at the Property. Some, the tenant said they had to remedy in their own time and expense and some of which remained outstanding.
- 20 There was a gas cooker which lacked safety certification, allegedly because of a lack of access given. A garden fence panel had fallen and remained down for the same reason. There was mould growth in patches around the house. The bathroom extractor fan was not functioning and the landlord confirmed that it had since been removed, though there was no suggestion that the window vent light, would not open, in substitution.
- 21 There were minor landlord failings in the condition of the Property and a likelihood of these continuing. The property was let with dated finishes especially in kitchen and bathroom and was without carpets and curtains. There was no furniture but some white goods (cooker and fridge freezer) were provided by the landlord. The Tribunal therefore makes a deduction of £200 per calendar month to reflect these deficiencies, leaving the new rent at £1500 pcm.

22 The new rent of £1500 per calendar month is payable from and including the date set out in the Landlord's Notice, 1 October 2023. The landlord may charge any rent up to and including £1500 per calendar month but, not a rent in excess of this figure.

**Chairman N Martindale FRICS**

**Dated 2 April 2024**

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

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 to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).