



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

Case Reference	:	CAM/00KB/MNR/2024/0606
Property	:	41 Battison Street, Bedford MK40 1QU
Applicant	:	Gita Patel Carter & Katherine Carter (Tenants)
Representative	:	None
Respondent	:	Lain Kin Lee (Landlord)
Representative	:	Open House (Agents)
Type of Application	:	S.13 Housing Act 1988 Determination of a new rent
Tribunal Members	:	Mr N. Martindale FRICS
Date and venue of Meeting	:	9 December 2024 First Tier Tribunal (Eastern) County Court Cambridge CB1 1BA
Date of Decision	:	9 December 2024

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal received an application dated 16 October 2024 from 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 17 September 2024, proposed a new rent of £1,125 per calendar month exclusive, with effect from and including 21 October 2024. This rent does not include other services.

- 3 The tenancy is an assured periodic calendar monthly tenancy with effect from and including 21 October 2024, originally on a fixed term from 21 April 2020, now expired. A copy was provided.
- 4 The rent payable from up to and including 20 October 2024 was £975 per calendar month. No furniture or services were included. The landlord provided all white goods except a washing machine, carpets, but not all curtains.

Directions

- 5 Directions, dated 17 July 2024, for the progression of the case, were issued by Legal Officer Laura Lawless. Both parties asked for a hearing.

Inspection

- 6 There was no inspection. The Property is a small 2 level detached house. It has no front or side garden but, bounds the back pavement edge. (Google Streetview May 2017).
- 7 It appeared that the Property is a small detached house dating from the 1890s of traditional construction. It is set within an old established residential area near Bedford town centre.
- 8 The Property has 2 double bedrooms and study/ small single bedroom to the first floor; living room, kitchen, bathroom/WC to the ground floor. There is double glazing and central heating; with carpets curtains and white goods, all supplied by the landlord. Some curtains are provided by the tenant, as is the washing machine.
- 9 This two storey traditional house has fair face main brick walls to the front and side elevations. There was a double pitched slated roof with similar to the back addition. There was a rear garden and a garage but without a functioning street door. Although there is a rear alley for waste removal again there was no key to allow tenants access.

Tenants' and Landlord's Representations

- 10 The tenants provided written submissions via Application Form, the completed standard Reply Form and a short statement. The tenant referred to the basic condition of both the bathroom/WC and kitchen. They included about 6No. monochrome photographs of the exterior and interior which appeared to be from the original lettings details. The tenant attended an oral hearing by telephone. Neither the landlord, nor their representative, attended.
- 11 The house appeared to suffer from a range of minor irritating and apparently longstanding defects, in most rooms. It was represented that there were many deficiencies including: the boiler/ thermostat did not work properly rendering space heating excessive or non-existent; window locks that would not open; defective door handles; a garage

door to the street damaged and inoperable; a locked rear passageway gate meaning waste had to be taken out from the front of the house; a defective bathroom fan, bath tap/shower defects meaning water temperature could rapidly surge from cold to hot; mould, flaking paint, missing curtain rails; inoperable defective paper blinds that could not be replaced; leaking and defective double glazing window units etc...

- 12 The tenants described the house as having two bedrooms and a study. They maintained that the third bedroom is of the most minimal size and unable to take a standard single bed; but would be most likely used for other storage/ work purposes.
- 13 The tenants referred back to the original letting details, that described the Property as a 2 bedroom house with a study, rather than as a 3 bedroom house, as now represented by the landlord.
- 14 The landlord used Open House (Agents). They also provided a completed standard Reply Form. The form contained the dimensions of rooms. It referred to garden (garden store), garage sized shed, living Room, kitchen and 3 bedrooms, bathroom/ shower/ WC. Their information confirmed the position on the landlord's provision of central heating, double glazing, carpets, curtains and white goods.
- 15 The landlord also referred to 3No. similar nearby three bedroom Victorian brick/ slate houses, let or to let nearby earlier in 2024. These were mid or end terrace. 1. Howard Avenue a small mid terraced house street fronting, from the 1900s, let around £1350 pcm early November 2024. 2. Dunville Road another small mid terraced house from 1890's also street fronting, let around £1350 pcm June 2024. 3. Brereton Road small mid terraced house as the others, let around £1300 pcm April 2024. Each appeared to have similar pair of double bedrooms, with a small back bedroom to the back addition.
- 16 The tenant considered these properties were not comparable as they were 3 bedroom houses and not the 2 bedroom house with the study, as at the Property.
- 17 The Tribunal is grateful for such information as was provided by both parties in the application and standard Reply Forms as well as by the tenant at the hearing.

Law

- 18 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider 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 the Property to be in a reasonable internal decorative condition.

Decision

- 19 From the Tribunal's own general knowledge of market rent levels in Bedford it determines that the subject property would let on normal Assured Shorthold Tenancy (AST) terms, for £1,200 per calendar month, fully fitted and in good order.
- 20 From the representations; it found however that the Property lacked a modern bathroom and modern kitchen. The washing machine was provided by the tenant with curtains to some windows. Whilst these facilities were perhaps functional at this Property they were, by today's standards, basic only.
- 21 The Tribunal found that the Property contained 2 bedrooms. Although originally constructed with 3 bedrooms, the bedroom in the small two storey back addition had been partially converted into an inside bathroom. This left the remainder as a small study sized room, within which a standard single bed could not be fitted. Although it remained useful space, it was not a bedroom.
- 22 The Property overall appeared tired. The completion of regular, reliable, repairs was absent, replaced by ones apparently undertaken reluctantly on the part of the landlord. Some appeared to incorporate 'compromise solutions'. There was a significant list of minor but irritating longstanding shortfalls in maintenance, which even after the intervention of the Local Authority, had only partially been completed. For these facets the Tribunal therefore makes an adjustment of £150 per calendar month. This leaves an adjusted rent of £1,050 per calendar month.
- 23 The new rent of £1,050 per calendar month would ordinarily be payable with effect from and including 21 October 2024 the date of increase in the landlord's notice. However the tenant raised the issue of hardship and the ability to fund the expected increase from that start date. The Tribunal considered brief representations made and extended its scope for very modest relief from the increase, so as to make it effective from 9 December 2024, the date of the decision, onwards. Although the landlord is not obliged to charge this new rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure.

Chairman N Martindale FRICS

Date 9 December 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).