



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

Case Reference : **MAN/ooCX/MNR/2023/0226**

Property : **29 Romanby Shaw, Bradford BD10 0EH**

Applicants : **Harold & Aunchaleerat Holmes**

Respondent : **The PRS TEIT Investment LLP**

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

Tribunal Members : **Mr P Barber (Judge)**
Mrs J Jacobs (Valuer)

Date of Decision : **02 October 2023**

REASONS

1. By an undated application acknowledged on the 07 August 2023 by the Property Chamber, the Applicants, assured shorthold statutory periodic tenants of 29 Romanby Shaw referred a notice of increase of rent to the Tribunal under sections 13 and 14 of the Housing Act 1988.
2. The section 13 notice, served on the 12 May 2023, included in the papers, sought to increase the rent from the existing £745.00 per

calendar month to a new rent of £950 per calendar month from the 12 July 2023.

3. Neither party asked for an oral hearing. As the tenant had vacated, the Tribunal was unable to inspect the property internally, but we were able to view the property externally. We could also see inside the property (which was unoccupied at the time) to gain an understanding of the size and layout of the property.

The Relevant Law

4. In accordance with section 14 of the Housing Act 1988 the Tribunal had to determine the rent that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—
 - (a) which is a periodic tenancy 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 the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded—
 - (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 carried out by a person who at the time it was carried out was the tenant, if the improvement—
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

Our Findings of Fact and Assessment of the Application

5. The property was at the relevant time, let on an assured periodic monthly tenancy and the start of the period is 12 October 2020. The property had been let from the 12 October 2019 on a fixed term contract for an initial period of 12 months and no further written contract had been entered in to. The property is in a residential area of Bradford, near a supermarket and other local facilities. There is a main bus route into central Bradford and schools and leisure facilities within relatively easy reach. The property is semi-detached with a lounge and combined dining room/kitchen to the ground floor; 3 bedrooms and a bathroom to the upper floor. The property has a drive and parking for a car and a rear garden. The property is relatively newly built and appeared to be in good structural and decorative repair. We were not made aware of any tenant improvements or any failure by the tenant to comply with a term of the tenancy agreement. The tenant had vacated the property at the point when we intended the inspection.
6. Neither party provided any comparable properties, however, based on all the available evidence and utilising the Tribunal's expertise and knowledge of the rental area in question we were satisfied that the proposed new rent of £950 was an appropriate market rent and that the property might reasonably be expected to be let in the open market in that area on an assured tenancy at that rate. We thought that the proposed rent was not excessive and correctly hit the ball-park figure for the property in question in relation to its location, amenities, and condition. We also noted that the initial rent was £745, agreed in 2019, and since then rents have increased significantly in the Bradford area generally and in that area specifically, which continues to attract a high demand amongst tenants.
7. If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on a point of law only. 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 (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013) stating the grounds upon which it is intended to rely in the appeal.

Signed.....



.....Phillip Barber

Tribunal Judge

Date: 18 October 2023