



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

Case Reference : **MAN/00CG/MNR/2023/0048**

Property : **105 GREENWOOD ROAD, SHEFFIELD**

Applicant : **ERIC STORR**

Respondent : **JOHN BUTLER**

Type of Application : **DETERMINATION OF MARKET RENT: SECTION 13, HOUSING ACT 1988**

Tribunal Members : **Tribunal Judge A M Davies
Tribunal Member S Kendall MRICS**

Date of Decision : **12 October 2023**

DECISION

The rent payable for 105 Greenwood Road, Sheffield with effect from 1 February 2023 is £595 per month.

REASONS

1. The Applicant's tenancy began on 1 February 2015. In 2021 the rent was agreed at £550 per month. On 29 December 2022 the Respondent landlord served a notice to increase the rent to £625 with effect from 1 February 2023. On 28 January 2023 the Applicant applied to this Tribunal for a determination of rent pursuant to section 13 of the Housing Act 1988.

2. The property was visited by the Tribunal on 12 October. The inspection took place with the assistance of a friend of Mr Storr's. Mr Storr was present in the property but did not attend the inspection.

THE LAW

3. Section 14 of the Housing Act 1988 sets out how the Tribunal is to determine the rent. The rent is to be the amount at which the property can reasonably be expected to be let in the open market as at (in this case) 1 February 2023 on the same terms as the Applicant's lease (other than rent) but disregarding
 - (a) any increase in the value of the property attributable to an improvement carried out by the Applicant, and
 - (b) any reduction in the value of the property attributable to any breach of the tenancy agreement on the part of the Applicant.
4. Section 14(7) of the Act provides that the new rent is to take effect from the date specified in the Respondent's notice unless the Tribunal considers that that would cause undue hardship to the Tenant, in which case a later date can be specified.

INSPECTION

5. On inspection the property was found to be a two bedroomed end-terraced house built of brick under a new tiled roof. It is situated on the eastern outskirts of Sheffield with easy vehicular access to the city centre and the motorway network. The immediate area is generally poor. The property has central heating and double glazing. As well as the entrance hall on the ground floor there is a combined kitchen and dining room, a living room to the rear and a utility room with door to the rear garden. On the first floor there are a landing, bathroom with separate lavatory and two double bedrooms. The property has a separate garage and a brick built outhouse, both in a poor state of repair. There is a small back garden area, together with side and front gardens. Off-street parking space is available for 3 cars in addition to the garage.
6. The property was let unfurnished and with no window or floor coverings save lino in the kitchen, toilet and bathroom which the Applicant says was worn.

7. The Tribunal found the following items of disrepair: bathroom tiling has come away from the wall causing leaks if the shower or bath is used; the toilet leaks and requires replacement; pipework to the bathroom basin is in extremely poor condition; washbasin taps do not work; the kitchen sink is broken off the surround and has been propped up by the tenant; kitchen units are in a poor condition; the kitchen hot tap leaks and cannot be used. The kitchen, toilet and bathroom are currently only useable with considerable difficulty – the tenant does not use the bathroom at all. Rainwater goods to the rear of the house are in a poor state of repair, as are the back door and the window alongside it. The garden paths require attention to make them safe.
8. Improvements carried out by the tenant which affect the rent are installation of a upvc front door and provision of a new rear garden fence. Landlord's improvements were limited to a new roof, which the applicant claimed had been unnecessary and funded in part by a grant. An EPC dated 2014 gave a G reading, but central heating had been installed since that date.
9. The parties did not make the Tribunal aware of any breach of the terms of the tenancy on the part of the Applicant.

VALUATION

10. In his written representations the Respondent acknowledged that the kitchen and bathroom would required modernisation prior to a re-letting, and that the property would have to be redecorated. He claimed that £625 per month was below the rents of comparable properties locally and in the wider area, and that when he searched there were no two bedroomed houses to rent in Sheffield. He had identified two comparable houses within 1 mile of the property, which were to let at asking rents of £700 and £800 respectively. No further details of these were supplied.
11. The Applicant provided comparables as follows: in Underwood S8 with a big garden and floor coverings at an asking rent of £620; in Hillsborough with a big garden, floor coverings and modern kitchen and bathroom at £575; and in S2 a part furnished semi detached house at £625. He stated that the appropriate rent for the property in its current condition is £475 per month at most. He said that he had agreed a rent of £550 in 2021 on the understanding that the Respondent would sell him the property

for £100,000. There was an unfortunate history of animosity between the parties. However any agreement made in 2021 does not affect the Tribunal's market rent calculation.

12. A property on the market to let can be expected to be in reasonable letting order, newly decorated and with carpets, curtains and white goods. The property, including the garden, would require substantial refurbishment if it were to attract the best market rent. The Tribunal finds that in good letting order the market rent for this property would be £750 per month.
13. Adjustments to this figure have been made as follows: for disrepair to kitchen, bathroom and toilet £110; for other items of disrepair noted above £20; for provisions of floor coverings and curtains £20; and for tenant's improvements £5. The resulting rent is £595 per month.