



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

Case Reference : **MAN/OOCF/MNR/2023/0397**

Property : **3 Cambridge Crescent,
Rotherham S65 2RB**

Applicant : **Beverley Bates**

:

Respondent : **Muzzam Mohammed**

Representative :

Type of Application : **Housing Act 1988 Section 13**

Tribunal Members : **Tribunal Judge J. E. Oliver
Tribunal Member S.A. Kendall**

**Date of
Determination** : **5th February 2024**

Date of Decision : **25th March 2024**

DECISION

Decision

1. The Tribunal has jurisdiction to deal with the application.
2. The rent payable for 3 Cambridge Crescent, Rotherham, (“the Property”) is £695 per calendar month with effect from 1st November 2023.

Application

3. This is an application by Beverley Bates (“the Applicant”) for the determination of the rent payable in respect of the Property, pursuant to Section 13 of the Housing Act 1988 (“the Act”).
4. The tenancy of the Property commenced on 1st July 2007 for 6 months at a rent of £430 per calendar month. The rent was increased to £550 pcm from 1st July 2021.
5. Muzzam Mohammed (“the Respondent”) is the landlord of the Property.
6. The Respondent served a notice, dated 28th September 2023 to increase the rent for the Property (“the Notice”) from the existing rent of £550 per week to £675 per calendar month with effect from 1st November 2023.
7. The Applicant objected to the proposed increase and filed an application with the First-tier Tribunal for the issue to be determined.
8. The Tribunal inspected the Property on 5th February 2023 in the presence of the Applicant. The Respondent did not attend.

Inspection

9. The Property is a semi-detached house on a housing estate in East Dene Rotherham. The former local authority estate comprises housing of a similar age and style.
10. The accommodation comprises three bedrooms, living room, kitchen, bathroom with WC and front and rear gardens. The Property has no off-road parking. The Property is double glazed throughout and has gas central heating.
11. The Applicant confirmed that during her tenancy a new boiler had been installed with the benefit of a government grant. She had also decorated 3 rooms bedrooms and living room and had laid a new carpet in the smallest bedroom. It was said this work had been done with the Respondent’s permission.
12. At the inspection the Tribunal noted there was significant disrepair. There was evidence of mould on the walls in the living room and around the back door in the kitchen and in the pantry. On the landing there was no hand-rail, no smoke alarms and also mould on the windows. Bedroom 3 was not being used due to mould on the walls and window. Mould was also evident in Bedrooms 1 and 2, the bathroom and on the access cover to the roof.

13. The exterior of the Property was also in poor repair. The cover was not on the external fuse box. The soffits were in poor condition. There were lifted roof tiles and the ridge tiles required repointing.
14. The rendering to the front elevation of the Property shows signs of disrepair and coming away from the Property. A plant is growing above the downstairs front window.

Submissions

15. Both parties made written representations to the Tribunal.
16. The Applicant accepted there would be a rent increase, the current rent being below the market rate. However, she said no work had been carried out during her 16 year tenancy. Consequently, the floor coverings were the original ones fitted in 2007 and there has been no refurbishment of any of the fixtures. The roof leaks and has not been repaired. It was said she had made many requests for work to be carried out but had been told the rent would have to be further increased.
17. The Applicant produced a copy text from the Respondent to say the rent increase was to encourage her to move out.
18. The Respondent stated the rent had only been increased once during the tenancy. This was disputed by the Applicant.
19. The Respondent provided copies of letting advertisements for comparable properties;

St Johns Road East Dene Rotherham-2 bed terraced property - £675 pcm-Let Agreed

North Road East Dene Rotherham-3 bed terraced property -£850 pcm

Elliott Grove, Dalton – 3 bed modern semi-detached- £1100 pcm

Oldgate Lane Thrybergh -3 bed terraced property -£700 pcm

Determination

20. The Tribunal firstly considered whether it had jurisdiction to deal with the application. The tenancy must be one that falls within section 13 of the Act.
21. The criteria for this are:
 - the tenant must have exclusive occupancy of the Property;
 - the Property must be a dwelling house;
 - the dwelling house must be let as a separate property;
 - the tenant must be an individual;
 - the tenant must occupy the property as their principal home; all these conditions are met in this case.
22. .The following criteria must then be satisfied:
 - the tenancy is a periodic tenancy that makes no provision for a rent increase;
 - any rent increase is in the prescribed form;

- the rent increase must be 52 weeks after the commencement of the tenancy;
 - the rent increase must also be 52 weeks after any previous increase;
 - the notice period for the increase must be at least one month;
 - the notice must be signed by the landlords;
 - the proposed rent must be specified to take effect at the beginning of a new period of the tenancy.
23. Section 14(2) of the Act states what the Tribunal must disregard when determining the rent and those as follows:
- (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,*
- (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.*
24. The Tribunal considered the submissions made by the parties. There was an issue between the parties regarding the number of rent increases since the commencement of the tenancy, but this was not a relevant consideration for the Tribunal. It was accepted and agreed the current rent, before the increase, is £550 pcm.
25. The Tribunal thereafter considered the appropriate market rent for the property. It considered none of the properties produced by the Respondent were directly comparable to the Property, either being a terraced property or not in the same area. However, from its own knowledge and expertise and relying upon more recent advertisements for the rental market found a property directly comparable with the Property at South Crescent East Dene. This was a 3 bedroomed semi-detached property and was on the market at an asking rent of £850.
26. The Tribunal considered that from the market rent there should be deductions for any features in the comparable property that were absent from the Property, any tenant's improvements and any necessary repairs.
27. The Tribunal noted the property on South Crescent had off road parking and determined a deduction of £50 pcm should be made from the open market value on the basis the Property did not have the benefit of this.
28. The Tribunal determined there should be no deduction for tenant's improvements. Whilst there had been redecoration and a new carpet, these were maintenance and not improvements.
29. The Tribunal considered there should be a deduction for the disrepair referred to in paragraphs 12,13 and 14 above in the sum of £105 pcm.
30. The rent for the Property is therefore in the sum of £695 per calendar month with effect from 1st November 2023, being the date of the Tribunal's decision.