



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

Case Reference : MAN/00CX/MNR/2024/0011

HMCTS Code : Face to Face Hearing

Property : 24 Fenwick Drive, Bradford, BD6 2NH

Applicant : Simon Ginnever (Tenant)

Representative : David Hill

Respondent : Syed Ali (Landlord)

Type of Application : Section 14 Housing Act 1988, Determination of market rent

Tribunal Members : Judge T N Jackson
Mr. A Hossain BSc (Soc Sci) BSc (Est Man) MRICS

Date of decision : 16 June 2024

DECISION

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Decision

The Tribunal determine a market rent of £690 per month effective from 1 February 2024.

Reasons for decision

Introduction

1. On 8 January 2024, the tenant of the above Property referred to the Tribunal a Notice of Increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's Notice, dated 27 November 2023, proposed a rent of £850 per month with effect from 1 February 2024.

The tenancy

3. The tenancy commenced on 1 February 2022 for a term of 12 months at a rent of £575 per month. The tenant remains in occupation as a statutory periodic tenant. The current rent is £675 per calendar month. The Landlord is responsible for repairs under the provisions of section 11 of the Landlord and Tenant Act 1985.
4. No services are provided for the tenant. The Property was let unfurnished.

Inspection

5. The Tribunal inspected the Property on 10 June 2024. The tenant, his wife Tracey Ginnever, David Hill, his representative and the landlord and his wife Mrs. Ali were present at the inspection.
6. The Property is a semi-detached built circa 1950 of traditional cavity wall brick construction beneath a pitched tiled roof. Internally, on the ground floor it has a small front porch, hallway, living room, kitchen, a utility room off the kitchen currently used as a bedroom and lean-to conservatory at the rear. On the first floor, there are three bedrooms and a combined bathroom and WC. There is boarded attic space accessed via a loft ladder with a small dormer window. This space is capable of being used for storage only. Outside, to the front there is a large drive that can accommodate 3-4 cars. To the rear there is a garden enclosed by fence panels which also extend to the Property's side boundary.
7. At the Tribunal's request, Tracy Ginnever identified all the areas of concern and the matters described by the tenant as 'improvements' as set out in the tenant's written representations.
8. The Tribunal found the Property to be in poor condition with renovation required both externally and internally. Externally there is white staining to the front elevation roof which appears to be caused by untreated or defective lead flashing around the chimney stack. The mortar joints require renovation and this is very evident from defective weathered mortar joints to the side elevation. The side elevation is impacted by stepped cracking adjoining the roof line. The stepped cracking are not hairline cracks but, from a visual inspection, are of sufficient width

to require assessment of structural integrity. The gutters are defective evident from broken joints and movement away from the fascia board. There is evidence of water ingress from the lean to glazed conservatory roof and defective/missing edging panels. The Tribunal also noted some loose/missing boundary fence panels.

9. Internally the majority of the UPVC windows are defective with defective seals and broken handles. Both the UPVC front door and wooden door into the hall are in disrepair. The electrical installation was found to be defective as evidenced from the lack of a dedicated cooker circuit, loose/broken circuit to bathroom and loose socket to front bedroom. There was also evidence of water ingress within the lean -to conservatory. The dormer window in the attic and one pane in the conservatory were single glazed only due to the windows having been broken through no fault of the tenant.
10. The Tribunal received written representations from the landlord and tenant and these were copied to the parties.

Hearing

11. A hearing was held on 10 June 2024. All parties at the inspection attended. At the beginning of the hearing, the Tribunal arranged for paper copies of the Gas Safety Certificate, Electrical Installation Report and EPC Certificate to be provided in paper form to the Tribunal and the parties as they were difficult to read in the digital bundle.

The tenant

12. The tenant's representations and oral evidence raised the following issues of disrepair:

External

- a. Broken and missing fence panels;
- b. Defective guttering to the rear of the Property causing water egress;
- c. Two dead conifer trees on the side boundary;
- d. Damaged shed roof and attached gate due to a tree falling on the house;
- e. Decking to the rear of the house in poor condition;

Internal

- a. Defective seals on the upvc windows and 'blown' panes including in the conservatory;
- b. Upvc windows with missing handles incapable of being opened or shut;
- c. Broken pane of glass in the double -glazed conservatory resulting in single glazing only to that pane;
- d. Broken pane of glass in attic window resulting in single glazing only;
- e. Defective edging panels in the conservatory;
- f. Front upvc door unable to close properly;
- g. Ill -fitting wooden inner front entrance door;
- h. Small hole in the kitchen wall by the side of the window;
- i. Lack of insulation in the Property;

- j. Defective electrical installation as the cooker was not wired correctly and did not have an isolation switch. It was wired to a double socket at the back of the washing machine.
 - k. Side lights in the living room constantly tripping out;
 - l. Loose wire in the airing cupboard which tripped out the extractor fan in the bathroom if moved;
 - m. Two out of six spotlights in the bathroom continually blow;
 - n. Only one double socket in the front single bedroom and which is loose;
 - o. Cracked faces on electrical sockets;
 - p. Two loose tiles in the bathroom immediately above the bath;
 - q. Damp in the room used as a bedroom downstairs and under the bathroom window;
 - r. Trim missing on edge of kitchen worktop.
13. The tenant's representations and oral evidence referred to the following tenant's improvements:
- a. Installation of a door and window between the conservatory and the kitchen to reduce draughts with the landlord's permission at a cost of approximately £250;
 - b. Provision of washing machine, fridge and freezer at a total cost of approximately £1100 as they were not provided by the landlord;
 - c. Recarpeting and floor coverings at a cost of £1500 to replace the existing flooring which was approximately 2 years old ;
 - d. Internal painting and décor at a cost of approximately £1000;
 - e. The Replacement of ceiling roses for lights and of the light fitting in the master bedroom;
 - f. The cutting down of hedges to the side boundary;
 - g. The payment of £150 to tenant's electrician friend who carried out some work to the electric supply at the rear of the washing machine;
 - h. The provision of battery -operated smoke and carbon monoxide detectors;
 - i. The replacement of the bath panel;
 - j. Installation of electric fire in the living room.
14. The tenant's representations included the following comparators:
- a. Mandale Grove BD6 3 bed semi -detached house £695 per month;
 - b. 92 Canterbury Avenue BD6 3 bed semi-detached house £675 per month.
15. These comparables had been chosen, as they were 1950's houses which had formerly been managed by social housing providers as had the subject Property. The comparables were within 1.5 miles of the subject Property. The tenant accepted that they did not have large drives but both comparables had central heating, double glazing, gardens and had been recently renovated. The tenant was not aware of whether the comparables had a conservatory. The tenant's representative also referred to online estate agents stating that the increase in rents over the previous year had been approximately 8-9% and the landlord's proposed increase was above that percentage.

The landlord

16. The landlord's evidence was that he was not aware of certain items of disrepair raised by the tenant, although accepted that he had received an email dated 18 November 2022 which set out many of the issues. Whilst he sent a response, it did not address the disrepair issues.
17. He had attempted to engage contractors to carry out repairs but had difficulty in obtaining quotes, particularly as his preferred contractor was out of the country for a period. The landlord did not live in Bradford and had difficulty locating contractors local to the Property. Also, more recently his financial situation was such as to limit his ability to pay for repairs to be carried out. As he did not live locally and therefore did not inspect the Property on a regular basis, he was not aware of the external condition of the Property.
18. The landlord relied on an Electrical Installation Condition report dated 15 January 2024, a Landlord/Homeowner Gas Safety Record dated 8 January 2024 and an Energy Performance Certificate dated 15 January 2024 certified at a C Rating to demonstrate the good condition of the Property.
19. The landlord's representations included the following comparators:
 - a. Thorncroft Road BD6 3 bedroomed terraced house £895 per month;
 - b. Cherry Grove, Wibsey, BD 6 3 bedroomed terraced house £875 per month.
20. These comparables had been chosen as they were the only ones available when the landlord carried out his research and he could not find any semi-detached houses. Cherry Grove was approximately 7 years old and had central heating and double glazing. He was unaware as to whether it had a conservatory or the size of the drive. Thorncroft Road was approximately 20 years old but he had no information as to whether it had central heating, double glazing, a conservatory or a large drive. The landlord also refers to the subject Property having the benefit of the additional room off the kitchen currently being used as a bedroom. The landlord considers that the rent should be £850 per month. He referred to his financial situation as the reason for the proposed increase in rent.

The Law

21. In accordance with the terms of section 14 Housing Act 1988, the Tribunal proceeded to determine the rent at which it considered that the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
22. The Tribunal, is required by section 14(2), to ignore the effect on the rental value of the Property of any relevant tenant's improvements as defined in section 14(2) of the 1988 Act or any reduction in value due to the tenant's failure to comply with the tenancy agreement.

Deliberations

23. We attached little weight to the landlord's comparators as they were modern terraced houses and the landlord had limited information regarding them. We attached a little more weight to the tenant's comparators as they were 3 bedroomed semi-detached houses of the same age as the subject Property.

24. In addition to the evidence supplied by the parties, we also had regard to the members' own general knowledge of the prevailing levels of rent in Bradford and BD6. The panel considered the market for available properties to rent with reference to similar 3 bedroomed properties in the area including:

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|-------------------------------------|----------------------------------|
| a. 3 bed mid terrace (circa 1900) | Wibsey Park Avenue BD6 £800 pcm; |
| b. 3 bed semi-detached (new build) | Wibsey Avenue BD6 £1095 pcm; |
| c. 3 bed semi-detached (circa 1950) | Summerland Grove BD5 £850 pcm; |
| d. 3 bed semi-detached (circa 1950) | Elwyn Grove BD5 £800 pcm; |
| e. 3 bed end terrace (circa 1950) | Clay Hill Drive, Wyke £850 pcm. |

25. Having regard to the parties' written representations and its own general knowledge of market rent levels, we concluded that an appropriate market rent for the Property **in good repair** was £850 per month. However, the Property was not in good repair.

Disrepair

26. At the inspection, we noted all the items of disrepair identified by the tenant in his written submission. We also noted matters relating to brickwork and mortar that the tenants had not raised. After having inspected each of the items, we considered the items below to be value significant.

Defective windows

27. The number of blown windows and defective seals along with a number of defective/inoperable handles and door hinges leads to the conclusion that the defects would impact the rental value of the property.

Electrical installation

28. The Tribunal did not carry out an ICT (in-circuit testing). However, from a visual inspection and photos provided by the tenant, the Tribunal has concluded that the electrical installation is defective. This is despite the Electrical Installation Condition report dated 15 January 2024.

29. The main areas of concern were:

- a) The lack of a dedicated circuit for the cooker appliance. Isolation provides safety to prevent electrical hazards from any fluctuations or surges in power.
- b) A broken circuit identified from intermittent power from the bathroom extractor fan and defective ceiling spotlights.
- c) Loose double socket to front bedroom.

30. The Tribunal conclude that such defects would impact the rental value of the Property.

External disrepair

31. Structural issues have been identified from the stepped cracking. The mortar joints are defective as are the rainwater goods.

We therefore deduct £150 per month to reflect the above disrepair.

Tenant's improvements

32. At the inspection, we noted all the 'improvements' identified by the tenant in his written submission and oral evidence.
33. Whilst we accept that the tenant carried out the items identified, with the exception of the provision of the white goods, we do not consider the items to be 'improvements. Rather they are more appropriately described variously as dealing with the wear and tear of living in a property, de minimis or personal choice, particularly regarding light fittings and recarpeting/reflooring, the latter of which was replacing flooring which was only approximately 2 years old. Further, some of the items were properly matters of repair for the landlord but the tenant did not advise the landlord of the need for such repair to allow him the opportunity to carry it out. Regarding the installation of the door and window leading from the kitchen to the conservatory, the frame and door/window can easily be removed and in any event, in our view, is not value significant.
34. However, a tenant would expect a property to have white goods provided and we therefore make a deduction of £10 per month to reflect this.

Reduction in value due to the tenant's failure to comply with the tenancy agreement.

35. There is no suggestion from the landlord, and we find no evidence of, any reduction in rental value due any failure by the tenant to comply with the tenancy agreement.
36. The deductions total £160 per month from an original market rent of £850 to reflect the state of disrepair and lack of white goods, leaving the sum of £690 per month.
37. Whilst noting the landlord's financial circumstances, we cannot take that into account in determining the open market rent.

The Decision

38. The Tribunal determined that the rent at which the Property might reasonably be expected to be let on the open market would be £690 per month.
39. This rent will take effect from 1 February 2024 being the date specified by the landlord in the Notice of Increase. We were not able to consider a later date, as in the written representations, the tenant had not provided evidence that would allow the Tribunal to be satisfied that undue hardship would otherwise be caused to them.

Appeal

40. If either party is dissatisfied with this decision, they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties and must state the grounds on which they intend to rely in the appeal.

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Judge T N Jackson
16 June 2024