

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

23 Borrowdale Crescent
Armley
Leeds
LS12 2JB

The Tribunal members were

Judge T N Jackson
Mr A Hossain BSc (Soc Sci) BSc (Est
Man) MRICS

Landlord

Connect Housing Association Ltd

Address

21 Bond Street, Dewsbury, WF13 1AX

Tenant

Miss Claire Michelle Harrison

1. The rent is:£

166.15

Per

Week

(excluding water rates and council
tax but including any amounts in
paras 3)

2. The date the decision takes effect is:

01 April 2024

3. The amount included for services is not applicable

0.00

Per

4. Date assured tenancy commenced

9 June 2009 (after the expiry of a 12
month weekly tenancy commencing 9
June 2008)

5. Length of the term or rental period

Weekly

6. Allocation of liability for repairs

Section 11 Landlord and Tenant Act
1985

7. Furniture provided by landlord or superior landlord

N/A

8. Description of premises

Modern two bedroomed semi-detached house comprising hallway, living room and kitchen/diner on the ground floor and 2 double bedrooms and combined bathroom and toilet on first floor. A car parking space to the front and a garden to the rear.

Chairman

Miss Nicole
Jackson

Date of Decision

1 July 2024



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/00DA/MNR/2024/0073

Property : 23 Borrowdale Crescent, Armley, Leeds, LS12 2JB

Applicant : Claire Harrison (Tenant)

Respondent : Connect Housing Association Ltd (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 inspection : 1 July 2024

Date of Extended Reasons : 11 July 2024

Extended Reasons

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Decision

The Tribunal determine that the rent at which the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy is £166.15 per week.

This rent will take effect from effective from 1 April 2024, being the date specified by the landlord in the Notice of Increase of Rent.

Reasons for decision

Introduction

1. 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. The landlord's Notice, dated 26 February 2024, proposed a rent of £117.34 week with effect from 1 April 2024.

The tenancy

2. The tenancy commenced on Monday 9 June 2008 for a 12- month period at a rent of £82.11 per week. The tenant is Claire Harrison ('the tenant') and the landlord Connect Housing Association Ltd ('the landlord'). The tenant remains in occupation as a statutory periodic tenant. The current rent is £108.95 per week. The landlord is responsible for repairs under the provisions of section 11 of the Landlord and Tenant Act 1985.
3. No services are provided for the tenant. The Property was let unfurnished
4. The landlord is a housing association whose rent increases are subject to restrictions from the Regulator of Social Housing as set out in the Rent Standard and supporting Policy Statement. Under those provisions, there is a limit to any increase, producing what is known as a formula, or social rent. It is by reference to that formula that the landlord has calculated the rental increase to £117.34 per week as detailed in the letter dated 26 February 2024 accompanying the Notice of Increase of Rent.
5. The Tribunal notes that the application refers to the tenancy being an agricultural occupancy. However, having read the tenancy agreement, and inspected the Property the Tribunal considers this to be an error by the tenant in completion of the application form.

Inspection

6. The Tribunal inspected the Property on 1 July 2024. The tenant was present at the inspection.
7. The Property is a 2 bedroomed semi-detached house built on a sloping site comprising on the ground floor hallway, a living room with storage cupboard and a kitchen/diner. The kitchen has patio doors leading into the garden. The first floor comprises two double bedrooms and a combined bathroom/WC. The Property has a

car parking space at the front and an enclosed garden to the rear. The Property has the benefit of double glazing and central heating.

8. The landlord had installed loft insulation 2 years ago and replaced the guttering in the last year.
9. During the inspection, at the Tribunal's request, the tenant identified all the areas of concern including:
 - a. Cracking to the external wall by the side of the front door and to the right rear elevation to which spacers had been applied;
 - b. Fine cracks by the bottom edge of the window in the living room;
 - c. The location of a previous leak from pipework for the gas central heating in the top corner of the living room ceiling which had been repaired;
 - d. The location in the small storage room off the living room where mould had been present, prior to an air vent having been placed in the internal door which had resulted in no further mould;
 - e. The location in the kitchen of a persistent leak from the bathroom washbasin due to a faulty washer;
 - f. Fine crack lines in the landing walls which had been filled and painted a year ago;
 - g. In the rear and front bedrooms and bathroom, the location of sealant around the bottom of the window that goes mouldy in bad weather although no mould was observed;
 - h. The bevelling of the ceiling in part of the rear bedroom ceiling;
 - i. A small plaster crack in the wall behind the radiator in the front bedroom;
 - j. Creaking of the stairs up to the first floor;
 - k. Rotten wooden gutter fascia boards.
10. The Tribunal found the Property to be in good condition with minimal renovation required.

Evidence

11. Neither party provided written representations nor requested an oral hearing.
12. At the inspection, the tenant said that did not think that she should be penalized by a higher rent for having kept the Property in good condition. She considered that the increase from £108.95 per week to £117.34 per week to be unreasonable. She also considered that the increase in rent from when she first occupied the Property in 2008 at a rent of £82.11 per week was unreasonable. The rent had first been increased in 2010.

The Law

13. In accordance with the terms of section 14 of the 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.
14. 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

15. The valuation exercise carried out by the Tribunal under section 14 of the Housing Act 1988, is to determine the market rent, not the social rent, and the amount of the proposed increase in the landlord's Notice of Increase of Rent does not limit, or provide a cap, on the market rent. The market rent is likely to be higher than the social rent.
16. Neither party had provided any evidence of comparable properties. The Tribunal therefore had regard to the members' own general knowledge of the prevailing levels of market rent in Leeds. This included a 2 bedroom semi detached house Swinnow Drive, LS13 at £850 per calendar month (£196 per week.)
17. The Tribunal concluded that an appropriate market rent for the Property was £184.62 per week.

Disrepair

18. At the inspection, the Tribunal noted all the items of disrepair identified by the tenant at the inspection. Some items relate to matters which have been repaired prior to the Notice of Increase of Rent and are therefore not relevant.
19. The Tribunal notes that the tenant is concerned about subsidence in the house as she says she has been advised that 'rods' were not placed in it on construction and, as a result, the house is 'sliding down the hill'. The Tribunal is unable to comment on this, but does not consider there are 'serviceability' issues, as from the inspection, the cracks do not affect the weather-tightness of the building nor the operation of doors and windows.
20. Regarding the external cracking, the Tribunal noted Tell-Tale Crack Monitors +/- 1mm to the front and rear elevations and noted the tenant's comment that there had been no movement for about a year. The Tribunal had regard to Building Research Establishment Digest 251 and concludes that the external cracking falls within categories 0,1,2 and not 3 or 4, and therefore 'serviceability' issues do not arise. Therefore, there would be no impact on the rental value.
21. Regarding the fine line cracking, the Tribunal does not consider there are serviceability issues and therefore there is no impact on rental value.
22. Regarding the mould in the sealant in the windows, there was no evidence of mould at the inspection and the Tribunal does not consider the level of mould to impact the rental value.
23. After having inspected each of the items of alleged disrepair, the Tribunal does not consider the items detailed in paragraph 9 above to be value significant or impact the rental value.

Tenant's improvements

24. The tenant had not carried out any improvements but had kept the interior of the Property in good and clean condition and in reasonable decorative order as required by her tenancy agreement. The market rent is calculated on the basis of tenants' having complied with their obligations. Tenants who have not complied with their obligations do not get any reduction in the value of the market rent due only to the poor condition of a house arising because of the tenant's own failure to comply with their tenancy agreement.
25. However, the tenant had provided all the white goods for which the Tribunal made a deduction of 10% of the market value of £ 184.62 per week resulting in a market rent of £166.15.

The Decision

26. The Tribunal therefore determined that the rent at which the Property might reasonably be expected to be let on the open market would be £166.15 per week. This is considerably higher than the £117.34 per week sought by the landlord, but as explained above, the Tribunal is determining the market rent not the social rent. It may be that the landlord is unable to recover more than £117.34 per week and, of course, the parties can always agree a new rent at that figure irrespective of the Tribunal's determination.
27. This rent will take effect from 1 April 2024 being the date specified by the landlord in the Notice of Increase of Rent. The Tribunal was not able to consider a later date, as the tenant had not provided evidence in written representations to the Tribunal or the landlord that would allow the Tribunal to be satisfied that undue hardship would otherwise be caused to her.

Appeal

28. 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
11 July 2024