

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

CORRECTED UNDER RULE 50 OF THE TRIBUNAL PROCEDURE (FIRST-TIER TRIBUNAL)(PROPERTY CHAMBER) RULES 2013

Housing Act 1988 Section 14

Address of Premises

32 Rooley Crescent, Bradford BD6 1BU

The Committee members were

Mr PA Barber (Judge)
Ms J Jacobs (Valuer)

**Landlord
Address**

Hajeet Kaur Ubbi

3 Larchwood Close, Ipswich, IP2 0AD

Tenant

Mr K & Mrs S Cowlshaw

1. The rent is: £680 Per Cal. month (excluding water rates and council tax but including any amounts in paras 3&4)

2. The date the decision takes effect is: 25 April 2024

*3. The amount included for services is/is negligible/not applicable Not applicable

Per

*4. Service charges are variable and are not included

5. Date assured tenancy commenced 24 February 1996

6. Length of the term or rental period Cal. month

7. Allocation of liability for repairs

Landlord as per section 11 LTA 1985

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

The property is a 3-bedroom semi-detached in a pleasant street in Bradford. Amenities are close-by with easy access to the city centre. The property has a kitchen, livingroom/dining room and two double bedrooms and a single bedroom. The double glazing in some rooms is blown with condensation apparent and electric supply sockets is limited. The bathroom and kitchen require extensive modernisation and the external render is crumbling and hazardous in places. The current long-term tenants have maintained the property.

Chairman

PA Barber

Date of Decision

07 June 2024



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/OOCX/MNR/2024/0092

Property : 32 Rooley Crescent, Bradford, BD6 1BU

Tenant : Mr & Mrs Cowlshaw

Respondent : Mrs Harjit Ubbi

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

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

Date of Decision : 07 June 2024

REASONS

1. This is a statement of reasons for the decision of the Tribunal made on the 07 June 2024 to assess a market rent of the property at 32 Rooley Crescent, Bradford BD6 1BU ("the property") at £680 per calendar month in place of the current rent of £435.
2. By way of an application to the Tribunal, acknowledged by the Tribunal on the 13 May 2024, Mr and Mrs Cowlshaw, tenants of the property,

referred a notice of increase of rent to the Tribunal under sections 13 and 14 of the Housing Act 1988.

3. The section 13 notice, in Form 4, dated 27 February 2024, included in the papers, sought to increase the rent from the existing £435 per calendar month to a new rent of £750 per calendar month from the 25 April 2024.
4. Neither party asked for an oral hearing, but the Tribunal had the opportunity of inspecting the property on the 07 June 2024.

The Relevant Law

5. 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

6. The tenants had occupied the property pursuant to a tenancy agreement dated 24 February 1996 which expired on the 24 February 1997 and thereafter a monthly periodic tenancy arose from the 25 of one month to the 24th of the next. The rent at that time was £411.97 and there has been one increase in 2010 to £435.
7. The current notice under section 13(3) purported to increase the rent to £750 from the 25 April 2024. It is noted that the previous Tribunal on 26 January 2010, increased the rent to £435 from the 24 December 2009, rather than the 25 December 2009 but no party has taken issue with the current notice giving the 25 April 2024 as the start date of the tenancy. We did consider whether to decline jurisdiction on the basis that the notice was potentially defective as it could be argued that the start date of the statutory period tenancy should be the 24 February 1997 as this is the day after the expiry of 12 months from the 24 February 1996, but both parties seem to be working on the basis that the initial term of the tenancy was one year and one day.
8. The property is in a pleasant residential area of Bradford within walking distance of a supermarket and bus routes to the town centre. There is a small garden to the front and a garden to the rear. The property comprises of a small kitchen and separate dining/living room and a small hallway to the ground floor. Upstairs there is a small bathroom and three bedrooms, two of which are small double rooms and one of which is a small single bedroom. The property had double glazing but in a number of rooms the double-glazing units had blown and needed replacing. The kitchen in the property was dated and required modernisation such that in order to bring it up to modern letting standards, it would require a complete re-fit. We also thought that the bathroom was dated and would require a complete re-fit in order to attract the level of rent sought in the section 13 notice. There was no tenant neglect and in fact the tenants have maintained and improved the property for many years and decoratively it is in a reasonable condition as a result of their regular maintenance. Electrical sockets in the property were limited and we thought it necessary to incorporate more appropriate easily accessible electric sockets in order to bring the property up to modern letting standards.
9. Whilst the property has a garage, we found this to be unusable and in a poor state of repair with extensive water penetration and a dilapidated door. Externally there was evidence of render to the property crumbling and in places it had fallen off with evidence that further render might come off and we thought this to be hazardous in places.

10. Neither party asked for a hearing or provided any comparable properties and therefore the Tribunal utilised its own expertise in arriving at a decision.
11. In the Tribunal's view a property of this size in this area in good condition would attract a rent of £750 per calendar month. From this we have deducted £20 per calendar month to reflect landlord neglect in the form of the defective garage and wall render. We have also deducted £50 to reflect the necessary improvements at the property – a refurbished, modern-day kitchen and bathroom are necessary improvements to bring the property up to current letting standards, and further electrical sockets are necessary (potentially full rewiring). The total value of the deductions is therefore £70.
12. The new rent is payable from the date of increase as set out in the notice of increase under section 13 of the 1988 Act. That is the date the increase takes effect by law.
13. 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: 10 September 2024