

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

Housing Act 1988 Section 14

Address of Premises

Flat 22, Penistone House, Kelham Mills,
Block C, 5 Adelaide Lane, Sheffield, S3 8BJ

The Committee members were

Judge C. P. Tonge LLB, BA
Mrs S. A. Kendall BSc, MRICS

Landlord

Places for People Homes Limited

Address

PO Box 2070, Preston, PR5 9BY

Tenant

John Clement

1. The rent is: 750 Per Calendar month (excluding water rates and council tax but including any amounts in paras 3&4)

2. The date the decision takes effect is: 11 June 2024

*3. The amount included for services is £64.21 Per Calendar month

*4.

5. Date assured tenancy commenced 31 August 2006 on 50 % ownership 50% lease, reduced to lease only on 5 December 2013

6. Length of the term or rental period 6 months

7. Allocation of liability for repairs Landlord.

8. Furniture provided by landlord or superior landlord

Bare let. Tenant has supplied his own 'white goods' and furniture. The landlord has supplied floor coverings and window blinds. The tenant is a pensioner, is ill and of limited means. The Tribunal is satisfied that the payment of rent as demanded in the sum of £797.84 per calendar month would cause even more financial hardship than he presently suffers so the rent will only become effective as per the day of the Tribunal's decision, being 11 June 2024 (section 14(7) of the Housing Act 1988.)

9. Description of premises

Second floor, two bedroomed flat with lounge/kitchen in purpose built complex of flats, with gate secured grounds. Open market rent including services £950 per calendar month with £200 deducted

Chairman

Judge Tonge

Date of Decision

11 June 2024



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/00CG/MNR/2024/0095

Property : Flat 22, Penistone House, Kelham Mills, Block C, 5 Adelaide Lane, Sheffield, S3 8BJ

Applicant tenant : Mr John Warner Vincent Clement

Respondent landlord : Places for People Homes Limited

Application : Market Rent, section 13 and 14 of the Housing Act 1988

Tribunal Members : Judge C. P. Tonge, LLB, BA
Mrs S. A. Kendall BSc, MRICS

Date of Decision : 11 June 2024

DECISION

Background

1. Mr John Warner Vincent Clement "the tenant" of Flat 22, Penistone House, Kelham Mills, Block C, 5 Adelaide Lane, Sheffield, S3 8BJ "the property", referred to the Tribunal a Notice of Increase of Rent, dated 13 February 2024, served by Places for People Homes Limited "the landlord", under section 13 of the Housing Act 1988 "the Act". The application to the Tribunal, by the tenant, is dated 26 March 2024.
2. The landlord's notice proposes a rent of £797.84 per calendar month, including £64.21 for service charges to take effect from 1 April 2024. It is in the prescribed form and is accompanied by a guidance note for tenants. The tenancy commenced on 31 August 2006.
3. The current rent is £722.24, including services of £54.70 per calendar month.
4. The tenant made representations on the application form and in a 6 page document entitled Written Representations re Proposed Rent Increase from 1st April 2024 "Tenant's Representations". Further, the tenant served a copy of the Assured Shorthold Tenancy Agreement, commencing 5 December 2013 and replacing a 50% shared ownership agreement that had commenced on 31 August 2006. All of these documents have been copied to the other party. The tenant did not suggest any comparable properties to assist in the calculation of the open market rent.
5. The landlord did not submit any representations.
6. Neither party requested a hearing and this is clearly a case that can be determined after an inspection upon considering the written submissions.
7. The inspection of the property and its complex commenced at 11.30am on 11 June 2024.

The Law

The Tribunal must first determine that the Landlord's Notice under section 13(2) of the Housing Act 1988 "the Act" satisfies the requirements of that section and is validly served.

Section 13 of the Act permits the Landlord, or his agent, under a periodic tenancy of the type specified in section 13(1) to serve a notice in the prescribed form on the tenant proposing a rent increase. A valid notice will have the effect of increasing the rent on the date specified in the notice

unless before that date the tenant refers the notice under section 13(4) to the relevant Tribunal for a determination of the rent.

To be valid, the notice must not only be in the prescribed form but must also comply with the requirements set out in section 13(2) and (3) of the Act as to notice periods and propose a new rent to take effect at the beginning of a new period of the tenancy.

The prescribed notice is that contained in the Assured Tenancies and Agricultural Occupancies (Forms) Regulations 1997 (SI 1997 / 194) as amended by the Assured Tenancies and Agricultural Occupancies (Forms) (Amendment) (England) Regulations 2003 (SI 2003 / 260).

Section 14 of the Act requires the Tribunal to determine the rent at which it considers that the subject property might reasonably be expected to be let on the open market by a willing Landlord under an assured tenancy.

In so doing the Tribunal is required by section 14(1) of the Act to ignore the effect on the rental value of the property of any relevant improvements made by the tenant, as defined in section 14(2).

Section 14(4) of the Act provides that for the purposes of section 14 rent includes among other things any sums payable to the Landlord by the tenant in respect of council tax, but it does not include a service charge within the meaning of section 18 of the Landlord and Tenant Act 1985 where the amount of service charge payable by the tenant is variable from time to time according to changes in relevant costs. However, it does include a fixed service charge.

Section 14(7) of the Act permits the Tribunal to delay the commencement of the date of any increase in the rent in a case where it appears to the Tribunal that undue financial hardship will be caused to the tenant.

The Inspection

8. The Tribunal commenced its inspection of the property at 11.30 am on 11 June 2024. The tenant was present. The landlord was not represented during the inspection.
9. The property is housed in a purpose built block of flats that shares a common internal courtyard and parking area with two other similar blocks of flats, named Cornish House and Merment House. The courtyard has vehicular access barriers that require a code to operate them. As the Tribunal inspected the car parking area the Tribunal noted that numbered parking spaces go up to at least 137 spaces. There are bin store areas, block paved areas and paths, electric lighting, small garden areas, hedges and bushes. The complex is situated at the side of the River Don and on the

river side of the complex there is a public footpath that is divided off from the complex by a fence. There are three trees on the riverbank that have grown in such a way as to diminish the day light that would otherwise be able to access the windows of the property.

10. The building housing the property is one of several small blocks of flats with 8 flats per small block, situated on 4 levels. These small blocks together are constituent parts of Penistone House. The small block containing the property has an intercom door entry system that is faulty, the volume of communication is such that it is impossible to communicate properly. The property is a second floor flat.
11. The tenant has been provided with a parking space, but it is so remote that it is outside the complex area.
12. The property is PVCu double glazed and has electric storage heaters that the tenant prefers not to use because they are too expensive to justify their use. The property is a bare let, the tenant has provided his own white goods, washing machine and furniture. The landlord has provided carpets and blinds.
13. The lounge/kitchen area has a fitted kitchen installed by the landlord. An area can be seen of replastering to the ceiling where there was a leak of water from above in 2007. There is a Juliet balcony. The window at the side of the balcony cannot open properly because it is obstructed by a guard rail that is not designed for this purpose and is a fault.
14. The bathroom has an extractor fan, shower screen, plumbed in shower, toilet, electric towel rail and is tiled. There is a mark to the ceiling that indicates an area of repair following a leak from above. There is a double bedroom that has a crack down the party wall. There is a single bedroom, currently used as a storeroom.

Determination

15. The notice of increase of rent is a valid notice.
16. The Tribunal considers the flats that are available to rent close to the property, two of which appear to be in the same complex. These properties may not be direct comparables, but they assist the Tribunal to use its skill and judgement to determine that the open market rent for this flat, with the services provided by the landlord is £950 per month.
17. However, this property is not in the condition expected of a modern market let and the market rent must therefore be adjusted, making deductions to allow for the faults that the Tribunal determines to be such as to reduce that rent by a total of £200.

18. The Tribunal makes a deduction of £40 per calendar month due to the obstructed window at the side of the balcony.
19. The Tribunal makes a deduction of £85 per calendar month due to the fact that the tenant has been required to supply his own white goods and furniture.
20. The Tribunal makes a deduction of £40 per calendar month because the small block entrance intercom is faulty.
21. The Tribunal makes a deduction of £5 per calendar month because of the crack in the party wall.
22. The Tribunal makes a deduction of £10 per calendar month because of the diminished light to the property. The Tribunal accepting that this is an issue that has caused a tree survey to become part of the service charges and that the issue is unlikely to have been a problem when the tenant first acquired his shared ownership tenancy on 31 August 2006.
23. The Tribunal makes a deduction of £20 per calendar month because of the remote parking place that has been provided.
24. No other issues were raised that were sufficient to reduce the rent. The Tribunal therefore determines that the market rent for this property is £750 per calendar month, including the services that are provided.
25. Further, having considered the written representations made by the tenant the Tribunal determines that the tenant is ill (the Tribunal does not disclose the nature of the illness in this public document to save the tenant any embarrassment) and he is suffering financial hardship that will be made worse by the Tribunal's determination that the rent on the property must be increased. As such the Tribunal determines that the rent shall not increase until today's date, being 11 June 2024 (section 14(7) of the Housing Act 1988).

The Decision

26. The Tribunal decides the rent at which it considers that the property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy is £750 per calendar month, including the services that are provided, and this takes effect from 11 June 2024.
27. Appeal on a point of law is to the Upper Tribunal. There is no appeal against the factual calculation of the market rent. Any Party wishing to appeal against this decision has 28 days to deliver to this First-tier Tribunal an application for permission to appeal, stating the grounds of

appeal, the particulars of those grounds, the paragraph numbers of the decision that are challenged and the result that the appellant seeks in raising the appeal.

Judge Tonge

31 July 2024