

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

Housing Act 1988 Section 14

Address of Premises

930 New Hey Road, Huddersfield,
HD3 3FE

The Tribunal members were

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

Landlord

Claudette Salmon

Address

20-22 Wenlock Road, London, N1 7GU

Tenant

Mr Paul Charman & Mrs Christine Charman

1. The rent is:£

620.00

Per

Calendar
Month

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

2. The date the decision takes effect is:

28 July 2024

3. The amount included for services is not
applicable

0.00

Per

4. Date assured tenancy commenced

28.2.22 as a statutory periodic
tenancy following the expiry of a 12
month tenancy agreement which
commenced 28.2.21

5. Length of the term or rental period

per calendar month

6. Allocation of liability for repairs

Section 11 Landlord and Tenant Act
1985

7. Furniture provided by landlord or superior landlord

Not Applicable

8. Description of premises

A stone built semi-detached cottage comprising on ground floor, a vestibule, living room and kitchen diner with patio doors and on the first floor, two double bedrooms and a combined bathroom/wc. There is a garden to the rear. The premises have a small basement and an attic. The premises benefit from double glazing and central heating.

Chairman

Miss Nicole
Jackson

Date of Decision

21 August 2024



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

Case Reference : MAN/00CZ/MNR/2024/0207

Property : 930 New Hey Road, Huddersfield, HD3 3FE

Applicant : Christine Charman and Paul Charman (Tenant)

Respondent : Claudette Salmon (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 Extended Reasons : 23 September 2024

EXTENDED REASONS

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Decision

The Tribunal determine a market rent of £620 per calendar month effective from 28 July 2024.

Reasons for decision

Introduction

1. On 8 July 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. The Landlord's Notice, dated 23 June 2024, proposed a rent of £990 per calendar month with effect from 28 July 2024.

The tenancy

2. The tenancy commenced on 28 February 2021 for a term of 12 months at a rent of £590 per calendar month. The tenant remains in occupation as a statutory periodic tenant. The current rent is £590 per calendar month. The Landlord is responsible for repairs under the provisions of section 11 of the Landlord and Tenant Act 1985. Clause 1.8 of the tenancy agreement excludes the attic and basement from the tenancy agreement. The tenancy agreement also gave permission for the tenant to:
 - a. install a garden fence whilst protecting the access path for 930a and 930b New Hey Road;
 - b. restore the derelict garden shed;
 - c. recarpet the living room and front bedroom at the tenants' expense;
 - d. decorate walls to the tenants' individual taste with the current colour scheme to be reinstated at the end of the tenancy.
3. No services are provided for the tenant. The Property was let unfurnished.

Inspection

4. The Tribunal inspected the Property on 21 August 2024. The tenants were present at the inspection and were accompanied by a relative.
5. The Property is a semi-detached character cottage built circa 1800 of stone construction beneath a stone roof comprising on the ground floor porch, living room, modern kitchen diner with patio doors and on the first floor two double bedrooms and a modern combined bathroom /wc. The Property has a basement and attic. The Property has a back garden and off- road parking for two cars. There is a right of access for neighbouring properties 930a and 930b New Hey Road across the path immediately to the rear of the Property to the garden gate to access the area leading to New Hey Road. The Property is set back and located behind other houses which face directly onto New Hey Road.
6. On inspection, the Tribunal noted that the basement and attic were locked by the Landlord and not accessible by the tenants in accordance with the tenancy agreement.

7. During the inspection, at the Tribunal's request, the tenant identified all the areas of concern. The Tribunal noted:
 - a. an electrical socket in the living room which allegedly did not work as the trip switch was defective despite a recent Electrical Safety Certificate;
 - b. defective plasterwork in the front bedroom;
 - c. holes between the floorboards in the front bedroom;
 - d. damp internal wall in the back bedroom which appears to be due from a leak in the attic;
 - e. damp external wall in the back bedroom;
 - f. defective guttering to the rear;
 - g. stained carpet in the back bedroom;
 - h. ill fitting carpet between the back bedroom and landing.
8. The tenants drew the Tribunal's attention to the following works they had carried out:
 - a. skimmed the artex ceiling in the living room;
 - b. plastering to remedy the water damage to the living room ceiling arising from a leak in the bathroom;
 - c. plastering the ceiling and walls in the back bedroom;
 - d. provision of a shed and replacement of gate in the garden;
9. The Tribunal found the Property to be in fair condition with renovation required namely:
 - a. Defective cast iron gutter to rear causing water ingress to rear elevation wall;
 - b. Defective electric socket to ground floor living room;
 - c. Original hardwood flooring to front bedroom which the Tribunal noted to be defective with circa 10mm gap;
 - d. The attic was not inspected although the tenant refers to water ingress from the roof. From external inspection, there is evidence of sagging.

Evidence

10. The Tribunal received written representations from the landlord only and these were copied to the tenant. Neither party requested a hearing at which oral representations could be made.
11. The landlord says that the Property is in a highly popular area as the village of Outlane runs adjacent to the Pennine corridor motorway leading to many commutable major cities and towns. It has off road parking for two cars.
12. The landlord says that the rent has not been increased since 2021 when let and that the rent was below market value at that time. Inflation and increased maintenance costs justify the proposed increase. She requires a fair return on her investment to continue to provide quality housing
13. The landlord has submitted an appraisal from Whitegates dated 24 July 2024 which suggests a rent of £850-900 pcm and a desk top valuation from Open House estate agents at £800-900 pcm.
14. The landlord's representations included the following comparators obtained from online websites:

Lindley Moor Road, HD3- 2 bed modern semi-detached house	£950 pcm;
Moorlands Road, Mount- 2 bed terrace cottage	£900 pcm;
Open Rent Calculator	£790-£1210 pcm.

15. The landlord considers that the rent should be £990 per calendar month.

The Law

16. 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.
17. 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

18. We could not take into account the landlord's representations as set out in paragraph 12 as they are irrelevant to the test set out in section 14 of the Housing Act 1988. We considered the comparables provided by the landlord. We did not attach weight to Lindley Moor Road as it is a modern semi-detached house. The subject Property is an older house and is likely to have more maintenance requirements that will need to be raised with the landlord. Further, the subject Property, has small rooms compared to a modern house. Having regard to the Tribunal's own knowledge of market rents in the locality, we attached little weight to Moorlands Road, Mount at £900 pcm as we find this to be excessive, even noting that a let was agreed £100 over the asking rent of £900 pcm. We attached little weight to the Open Rent Calculator because we have only been provided with the result and not the information provided to generate the result.
19. In relation to the valuation from Whitegates, we attach little weight as the letter provides no evidence of rents of comparable properties they have let or are aware have been let in the area.
20. In relation to the Open House valuation, we attached little weight as this was a desk top valuation only without the benefit of an inspection.
21. Further, the valuations above do not refer to the fact that the tenancy agreement excludes the attic and basement.
22. In addition to the evidence supplied by the landlord, the Tribunal also had regard to the members' own general knowledge of the prevailing levels of rent in Huddersfield. The Tribunal considered that the Property was in a good location for access to the motorway and would be attractive to some tenants for that reason. However, the Property is at the far end of Huddersfield and this may be a disadvantage to some tenants. It is an older property, set back with a house immediately in front and with smaller rooms. There is also a right of access immediately to the rear of the Property in front of the kitchen, patio doors and within the garden which affects its attractiveness.

23. The Tribunal had regard to the following:
- | | |
|--|-----------|
| a. 2 bed semi-detached house (1930's) Lindley Moor Road HD3 | £800 pcm; |
| b. 2 bed terraced house (stone built) Victoria Street, HD3 | £650 pcm; |
| c. 2 bed terrace house Thorncliffe Street (stone built), HD3 | £750 pcm; |
| d. 2 bed terraced (stone built) Temple Street HD3 | £700pcm; |
| e. 3 bed semi-detached Botham Hall Road (1930's) HD3 | £775 pcm. |
24. The Tribunal determined that, an open market rent for a tenancy of the whole Property would be £750 per calendar month. However, as the basement and attic were excluded from the tenancy agreement, the Tribunal adjusted this figure to £650 per calendar month.

Disrepair

25. At the inspection, we noted all the items of disrepair identified by the tenants. After having inspected each of the items, with the exception of the stained carpet in the back bedroom and ill-fitting carpet between the back bedroom and landing, we find them to be value significant and deduct £20 per calendar month.

Tenant's improvements

26. At the inspection, we noted the works carried out by the tenants as previously detailed. With the exception of the repairs to the ceiling and walls to the living room following water damage (from first floor bathroom/wc) and the plastering of walls and ceiling, we do not consider them to be value significant. In relation to such repairs and the plastered walls, we deduct £10 per calendar month.
27. The Tribunal concluded that an appropriate market rent for the Property was £620 per calendar month.

The Decision

28. The Tribunal determined that the rent at which the Property might reasonably be expected to be let on the open market would be £620 per calendar month.
29. This rent will take effect from 28 July 2024, being the date specified by the landlord in the Notice of Increase. The Tribunal was not able to consider a later date, as the tenant had not provided any written representations which could have included evidence that would allow the Tribunal to be satisfied that undue hardship would otherwise be caused to them.

Appeal

30. 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