



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

Case Reference : **MAN/00CG/MNR/2024/0202**

Property : **13 Coniston Road, Sheffield, S8 OUT.**

Applicant tenant : **Mr Hector David Baldini**

Respondent landlord : **Ms Fiona Benoist**
Represented by **Igloo Accommodation**

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 : **30 September 2024**

DECISION

Background

1. Mr Hector David Baldini "the tenant" of 13 Coniston Road, Sheffield, S8 OUT, "the property", referred to the Tribunal a Notice of Increase of Rent, dated 30 May 2024, served by Ms Fiona Benoist "the landlord" via Igloo Accommodation "the management agent", under section 13 of the Housing Act 1988 "the Act". The application to the Tribunal, by the tenant, is dated 27 June 2024.
2. The landlord's notice proposes a rent of £775 per calendar month, to take effect from 1 July 2024. It is in the prescribed form and is accompanied by a guidance note for tenants. The tenancy commenced on 1 October 2017, when the tenant became the sole tenant of the property. This sole tenancy replacing a joint tenancy that commenced on 1 August 2015.
3. The current rent is £600 per calendar month.
4. The tenant made representations on the application form and in a 1 page document served with the application form. Further representations were also made by the Tenant in 2 page email (undated), attaching 13 pages of photographs. The Tribunal has been provided with a copy of the Assured Shorthold Tenancy Agreement for the property, signed 14 September 2017 and effective from 1 October 2017. The Landlord is responsible for repairs.
5. The landlord submitted a one page email, dated 30 July 2024. The management agent submitted a one page email (undated but endorsed Tue 15.50) with various documents that include an invoice for repointing and damp proofing at the property carried out by Bolt Property Maintenance Limited, dated 10/7/24, and 10 possible comparable properties in the area with a rental range of £750 to £1,200 per calendar month. Further, a two page email (undated) has been served by the management agent, providing details of a gutter replacement project carried out by them at the property, commencing 16 October 2023 and concluding 10 November 2023, attaching various documents including an invoice from S. C. C. Property Maintenance, dated 10 November 2023, for replacing the front gutter at the property.
6. Documents served by or on behalf of the parties were copied to the opposing party.
7. The tenant requested a hearing and an inspection and video platform hearing were arranged for 30 September 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 10 am on 30 September 2024. The tenant was present. The landlord was represented by Ms Kelly Marsh, an account manager of the management agent.
9. The tenant came out onto the pavement outside the property in the rain to meet the Tribunal and Ms Marsh. The tenant indicated that he wanted the Tribunal to inspect the property but that he would not permit the landlords representative to enter the property. Ms Marsh consented to the inspection being conducted in her absence and returned to her vehicle to wait until the inspection had been concluded.
10. The property is a mid-terraced property with brick walls and a slate pitched roof. The front door opens onto the pavement and provides access to the living room. The rear exterior door is reached by going through a passageway between two neighbouring terraced properties, turning left to walk through the rear area of number 15, giving access to the rear area of the property, and there is further access through the rear area of the property to number 11. The property has an external toilet, that is no longer in use. There is a fence between the property and number 15 that is built with a concrete slab at the base of each wooden panel and concrete posts that are designed to let the wooden panels be slid into them. The panels are rotten and have been taken out of the concrete posts by the tenant for the safety of residents and visitors. The panels are visible nearby. Windows are wooden and double glazed. It is said that the property did have an external TV aerial, but that the landlord has had this removed due to reports of it coming loose on the roof.
11. The front wall of the property under the living room window has been pointed. The bottom wooden frame of the window to the living room is rotten and requires replacement. The living room has been replastered under the window and the skirting board has been taken off to permit this to happen. That skirting board is lying on the carpet and is rotting in two places. When this work is completed, the skirting board needs to be replaced. A complaint has been made in the written evidence about the carpet in the living room being damaged by the plasterer. It has been agreed that the landlord will replace the carpet. There is a log burning stove in this room that the tenant has been told not to use because the area is now a smokeless zone and there are safety issues in relation to carbon monoxide. There is a radiator.
12. The kitchen/ dining area has a fitted kitchen with two wall cabinets. A table and five chairs have been supplied by the landlord. The tenant has provided the dishwasher and microwave, otherwise the white goods are the landlords. There is a radiator. The Main central heating combi-boiler is wall mounted. A skirting board under the table is loose to the touch. The

- gas hob has a defective ignition system that will not work, the ignition switch does not operate and the small ignition columns at the individual gas hob rings all appear to be broken. The electric oven does not work. The tenant has the use of a hot air fryer to cook his food. The kitchen sink has a pipe in the cupboard under the sink that is being held in place by a string and the sink upper joints are not properly sealed so that there is leaking water.
13. There is a door off the kitchen/dining area that gives access to the cellar head that is restricted by the presence of white goods. The cellar is damp and is said to have flooded twice during this tenant's tenancy. It has an electric light.
 14. Stairs lead up to the first floor. There is a handrail that has damage to the underside of the bottom of it.
 15. The main double bedroom faces onto the street, the lintel over the window of this room has blown exterior paintwork that is clearly loose and in need of attention. The room has a radiator.
 16. The bathroom has a bath with a hand shower , sink, toilet and double radiator. The wall around the bath is tiled. The floor has ceramic tiles that are cracked so that bare feet will come into contact with the cracks. The cracks in the tiles are such as they might permit water to leak through the floor to the ceiling under it. The tenant has made a complaint about the leak, although the Tribunal could see no evidence of a leak. There is a double radiator. The floor tiles require attention.
 17. There is a dispute between the parties as to whether the second bedroom is big enough to accommodate a single bed. The Tribunal took measurement and determines that a single bed can fit into this room, but only just. The Tribunal in making this determination allowed for the presence of two wall shelves fitted to the wall opposite the door at some stage in the past by the landlord. These shelves restrict the room that is available for a person to walk past the side of a single bed in the only position that such a bed could be placed. There is a double radiator.
 18. There are stairs that lead up the converted attic area.
 19. The third bedroom is in the attic. This is large room that would accommodate a double bed and has a Velux style window. Damp is evident to the chimney breast. There are hatch panels that give access to the eaves areas on front and back of the attic. The tenant indicated that the front eaves area is damp, but the Tribunal could not see into that area sufficiently to inspect it.

The hearing

20. The hearing commenced at 2pm on 30 September 2024, using a Cloud Video Platform. Persons present at the hearing were as present for the inspection, with an additional observer from the management agent's company.
21. At the commencement of the hearing the Tribunal informed those present as to what had been seen during the inspection. This was done so that the management agent would not be at a disadvantage, having not been able to be present during the inspection.
22. The tenant and Ms Marsh both confirmed that the written material served by them during the case was true to the best of their knowledge and belief. Each witness added to the evidence already served and were cross examined.
23. It is clear that the parties are not on good terms with each other.
24. An overview of the tenant's case is that the landlord has not properly maintained the property.
25. The management agent submits that the landlord has, through them, attempted to keep the property in a good condition, but on occasion this has been frustrated by the tenant refusing access to workmen or failing to afford access when this has been requested. In this regard the Tenant submits that the landlord is not arranging workmen's visits with sufficient notice in advance. The Tribunal does not need to resolve any of these issues, because the Tribunal's function is to fix a rent for the property in the condition that it is today.
26. Evidence was given relating to the replacement of the gutter at the front of the property. The Tribunal noted that all parties agree that the gutter is now functional. The Respondent has produced evidence that she paid for this gutter to be replaced. The tenant suggests that the resident at number 15 also had this work done. It may be that the work was done twice. It does not matter to the Tribunal's determination as to the rent for the property. What matters is that there is a functional gutter and that since the Respondent has paid £870 for this gutter to be replaced the Tribunal will not disregard this repair as being something done by the tenant's neighbour.
27. The Landlord has not sought to increase the rent on the property for many years. The Tenant could not state what he thought a reasonable rent might be on the property. He has not considered the rental market in the area and had no comment to make upon the possible comparable properties as suggested by the landlord.

28. Other issues raised do not assist the Tribunal and will not be considered further.

29. The hearing concluded at 3.15pm when the Tribunal went into private session to determine the market rent on the property.

Determination

30. The notice of increase of rent is a valid notice.

31. The Tribunal considers the possible comparables as provided by the Respondent. The Tribunal has not inspected any of them and has only a brief description to consider in relation to each. The Tribunal can see that the 10 properties that are suggested are all reasonably local and are all in some way similar to the property. Clearly, they cannot all be comparable because there is a huge spread of rental values represented in these properties from £750 to £1,200 per calendar month. Further, the rental value as requested may not be the same as the rental value actually achieved when the properties are actually let.

32. Doing the best that the Tribunal can, using the suggested possible comparables as a guide, the Tribunal determines that the open market rent for this three bedroomed property is £900 per calendar month. However, this property is not in the condition that a property would have to be in to secure that open market rent. Adjustments have to be made to allow for the faults that exist with the property. The Tribunal points out that in the list that is to follow only items of disrepair are mentioned that the Tribunal has decided will affect the rental value of the property. If an item is not mentioned that is because it does not affect the rental value.

33. The Tribunal makes the following deductions from the market rent on a calendar month basis:

• Attic bedroom damp	£30
• Exterior faults to living room window, fence, first floor painted and window lintel	£15
• The kitchen, leaking sink, oven and hob not working properly, and loose skirting board that comes off the wall	£60
• The faulty log burning stove withdrawing from the tenant's use the only additional point of heating in that room	£30
• The defective stairs handrail that could cause injury	£5
• Bathroom cracked floor tiles	£10
Total deductions	£150

34. The Tribunal has not made any deduction in relation the ongoing work in the living room as the work is well under way and any damage caused by the plasterer is to be put right at the Respondents expense.
35. The Tribunal determines that the rent for this property is £750 per calendar month as from the date stated in the Respondents notice of increase in rent, being 1 July 2024.

The Decision

36. 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, and this takes effect from 1 July 2024.
37. 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

7 October 2024