

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

12 North Park, King Cross Street, Halifax,
HX1 2HH

The Committee members were

Mr P A Barber (Tribunal Judge)
Mr A Hossain (Tribunal Valuer)

Landlord

Mr Peter Garriock

Address

c/o Walker Singleton, Property House, Lister Street, Halifax HX1 5AS

Tenant

Ms Suman Pandey

1. The rent is: £675 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: 01 July 2024

3. The amount included for services is/is not applicable

Per

4. Date assured tenancy commenced 07 June 2022

5. Length of the term or rental period monthly

6. Allocation of liability for repairs

Landlord as per S.11 Landlord and Tenant Act 1985

7. Furniture provided by landlord or superior landlord

None

8. Description of premises

A modern, 2-bedroom flat on the second floor with stairs and lift access and a parking space. The flat comprises of an entrance hall, 2 bedrooms, bathroom/toilet and a living/dining/kitchen. There is a balcony overlooking a park. Space heating is electric wall panels.

Chairman

P A Barber

Date of Decision

19 September 2024



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

Case Reference : **MAN/00CZ/MNR/2024/0175**

Property : **12 North Park, King Cross Street,
Halifax HX1 2HH**

Tenant : **Ms Suman Pandey**

Respondent : **Mr Peter Garriock**

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

Tribunal Members : **Mr P Barber (Judge); Mr A
Hossain(Valuer)**

Date of Decision : **19 September 2024**

REASONS

1. This is a statement of reasons for the decision of the Tribunal made on the 19 September 2024 to assess a market rent of the property at 12 North Park, King Cross, Halifax HX1 2HH ("the property") at £675 per calendar month in place of the current rent of £650.
2. There is a typographical error on the decision notice as the Tribunal was aware that the property is furnished as set out in the inventory schedule in the documents. Section 7 is amended to read "As set out in the inventory in the documents".

3. By way of an application to the Tribunal, dated the 27 May 2024, Ms Suman Pandey, tenant of the property, referred a notice of increase of rent to the Tribunal under sections 13 and 14 of the Housing Act 1988.
4. The section 13 notice, in Form 4, dated 16 May 2024, included in the papers, sought to increase the rent from the existing £650 per calendar month to a new rent of £700 per calendar month from the 01 July 2024.
5. Neither party asked for an oral hearing, but the Tribunal had the opportunity of inspecting the property on the 19 September 2024.

The Relevant Law

6. 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

7. The tenants had occupied the property pursuant to a tenancy agreement dated 31 May 2022 initially for the period from the 07 June 2022 ending on the 30 June 2023 and thereafter a monthly periodic tenancy arose from the 01st of each month. The rent at that time was £595 and there has been one increase in 2023 to £650.
8. The property is in a residential area of Halifax off King Cross Street and adjoining People's Park. The property is a 2-bedroom flat on the second floor comprising hallway and small storage cupboard, open plan living room, kitchen and dining space, 2 bedrooms and B/WC. There is a small balcony overlooking People's Park. The property is heated by wall mounted electric panel heaters and has full double glazing throughout and is fully furnished as set out in the extensive inventory included in the papers. This inventory includes detailed photographs of the condition of the property at the time it was taken, and details of the furniture provided by the landlord. We found that contents of the inventory provided a full and detailed account of the property and furniture provided.
9. The property has the benefit of an open covered car parking area, which is identified as a garage and we were subsequently advised of a storage room on the ground floor, which we did not inspect. No party advised the Tribunal about this storage room but in any event, it is unlikely to have made any difference to our assessment of the market rent.
10. Neither party asked for a hearing and written representations were provided which included 'rents 1-eng' document and reference to percentage increases. Last year (2023-24) 9.2% increase (from 595 to 650). This year (proposed) is 7.7% increase (from 650 to 700). The Tribunal does not consider that reference to such an index and / or percentage increases is a dependable way of fixing the market rent for a property.
11. The landlord provided a reference to Best Price Guide from Walker Singleton residential detailing 2 Bed apartments located in Halifax ranging from £650 to £795 per calendar month.
12. The Tribunal had regard to a similar flat available at North Park, King Cross, Halifax HX1 2HH at £675 per calendar month. In the Tribunal's view and utilizing the Tribunal's expertise and knowledge of the rental area, a property of this size in this area in good condition would attract a rent of £675 per calendar month. This reflects the fact that the property is in a good condition, has the benefit of furniture provided by the landlord and there is no landlord or tenant neglect.

13. 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.
14. 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: 15 November 2024