

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

Housing Act 1988 Section 14

Address of Premises

Flat 3, 15 Wesley Road
Leeds
LS12 1UH

The Tribunal members were

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

Landlord

Dr Carl A Foster and Mr Hugh D Foster

Address

Unit 26G Springfield Commercial Centre
Bagley Lane
Farsley
Leeds LS28 5LY

Tenant

Ms Beata Czarna

1. The rent is: £

690.00

Per

Calendar
Month

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

2. The date the decision takes effect is:

1 April 2024

3. The amount included for services is not
applicable

0.00

Per

4. Date assured tenancy commenced

1 December 2019 (after the expiry of
a 6 month agreement commencing 1
June 2019)

5. Length of the term or rental period

Monthly

6. Allocation of liability for repairs

Section 11 Landlord and Tenant Act
1985

7. Furniture provided by landlord or superior landlord

None

8. Description of premises

2 storied flat adjoining the rear of 15 Wesley Road with its own separate entrance. Comprising on the ground floor, a vestibule, living room and kitchen and on first floor, 2 bedrooms and a combined bathroom/wc.

Chairman

Miss Nicole
Jackson

Date of Decision

1 July 2024



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

Case Reference : MAN/00DA/MNR/2024/0091

Property : Flat 3, 15 Wesley Road, Armley, Leeds LS12 1UH

Applicant : Beata Czarna (Tenant)

Respondent : Dr C A Foster and Mr H Foster (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 : 13 August 2024

EXTENDED REASONS FOR DECISION

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Decision

The Tribunal determines a market rent of £690 per calendar month effective from 1 April 2024.

Reasons for decision

Introduction

1. On 13 March 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 8 February 2024, proposed a rent of £750 per calendar month ('pcm') with effect from 1 April 2024.

The tenancy

2. The tenancy commenced on 1 June 2019 for a term of 6 months at a rent of £480 pcm. The tenant remains in occupation as a statutory periodic tenant. The current rent is £570 pcm. The Landlord is responsible for repairs under the provisions of section 11 of the Landlord and Tenant Act 1985.
3. No services are provided for the tenant. The Property was let unfurnished although white goods were provided.

Inspection

4. The Tribunal inspected the Property on 1 July 2024. The tenant was present at the inspection. The tenant had requested a hearing but subsequently was unable to attend and it was therefore cancelled.
5. The Property is of brick construction below a pan tile roof built approximately 1900. It is a two storied flat adjoining the rear of 15 Wesley Road with its own separate entrance. The Property comprises on the ground floor a vestibule, living room and kitchen and on the first floor 2 bedrooms and a small combined bathroom/wc with a shower cubicle. Outside there is a small enclosed garden containing two very large trees which, in the Tribunal's opinion, dominate the garden are in need of cutting back.
6. The Property benefits from central heating and double glazing. The extractor fan in the bathroom cannot be turned on as there is no working switch. There is no bathroom window. There was mould in the corner of the bathroom. There was evidence of water outside the shower cubicle in the small gap between the shower screen and the bathroom wall.
7. During the inspection, at the Tribunal's request, the tenant identified all the areas of concern and the matters described by the tenant as 'improvements' as set out in her written representations.
8. The Tribunal found the Property to be in good condition with minimal renovation required.

Evidence

9. The Tribunal received written representations from the landlord and tenant and these were copied to the parties.

The tenant

10. The tenant's representations raised issues under the following headings:
- a) Limited use of the garden on account of leaves from pine trees (cluster of needles);
 - b) The second bedroom has moisture on the inside wall;
 - c) The carpets are dirty and the front bedroom carpet has a large stain.

The tenant's 'improvements' were identified as painting the interior of the Property and providing the furniture.

11. The tenant considers the rent should be £700 pcm. Her representations referred to her brother paying £800 per month mortgage on a 3 bed roomed house. She says that the landlord has only increased other tenants rent by £90 per month. Rents are reducing in the flats in the local area. She provided the following comparators:

Nancroft Mount 2 bed mid terrace house, small garden	£775 pcm;
171 Town Street, LS12	£750pcm;
Branch Street, Wortley, LS12, 2 bed end terrace house, no garden	£725 pcm.

The landlord

12. The landlord says that the Property is not a flat but a separate semi-detached house with its own entrance. He has not increased the rent annually in previous years but due to financial pressures, has sought to increase the rent. He says that the proposed rent is below the market rent. He accepts that the tenant keeps the Property in good repair.

13. He provided the following comparators:

6 Paisley Place, Armley, back to back terrace no garden, poorer area	£775 pcm;
8 Paisley Place, Armley, back to back terrace no garden, poorer area	£775 pcm;
Paisley Terrace, 2 bed, 1 bath, end terrace with double glazing	£850pcm;
Clyde Chase, New Wortley, 2 bed town, 1 bath, town house, poorer area	£775 pcm;
Winker Green Lodge, 2 bed, 1 bath flat in purpose -built block	£795 pcm;
23 Aviary Grove, Armley 1 bed terrace, poorer area	£675 pcm.

14. The landlord owns 6 and 8 Paisley Place and has let them from 1 April 2024 to 30 June 2025 to a charity so he says that the rent is below market rent. The landlord also owns 23 Aviary Grove. The landlord considers that the rent should be £750 pcm.

The Law

15. 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.
16. 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

Valuation

17. Despite having its own entrance, we do not consider that the Property is a house as it is a conversion of an extension to the rear of 15 Wesley Road, a house which itself has been converted to form 2 flats. We note that the tenancy agreement dated 30 May 2019 refers to a dwelling known as 'Flat 3, 15 Wesley Road...'. The landlord's Notice proposing a new rent dated 8 February 2024 also refers to 'Flat 3, 15 Wesley Road'. We have therefore valued it as a flat with its own entrance and garden. We noted that all rooms within the Property are small. The Property has double glazing and central heating and is in good repair.
18. We could not take into account the landlord's financial pressures as that is not relevant to a valuation under section 14 of the Housing Act 1988.
19. We attached little weight to the tenant's reference to the brother's mortgaged 3 bedroomed house as we do not have evidence of the location, age, type of property or state of repair. Further, a mortgage is different to rent as is based on the value of the house, the amount of deposit paid and the interest rate of the mortgage.
20. We attached little weight to 6 and 8 Paisley Place as they were back- to -back houses rather than 2 bedroomed flats. We attached little weight to Clyde Chase as it was not a 2 bedroomed flat and was a more modern property. We did not consider Winker Green Lodge to be comparable as it had a parking space, gated entrance, and was a top floor part- furnished apartment in a converted former industrial building. We had no details other than rent of the property at Aviary Grove.
21. The tenant's comparable information related to what appear, from the estate agents' photos, to be refurbished properties which, in our view, were of a higher standard than the subject Property and with a better floor layout.
22. In addition to the evidence supplied by the parties, the Tribunal also had regard to the members' own general knowledge of the prevailing levels of rent in Armley, Leeds.
23. Having regard to the parties' written representations and its own general knowledge of the prevailing rents in Armley, particularly a 2 bedroom flat at Nancroft Mount LS12 of similar age at £645 pcm, but with a shared entrance, the Tribunal concluded an appropriate market rent for the Property, at £700 pcm.

Disrepair

24. At the inspection, we noted the items of disrepair and other matters identified by the tenant in her written submission and set out at paragraph 10 above. After having inspected each of the items, we do not consider the items to be value significant. We do not accept that a tenant would not rent the Property due to the needles falling from the trees and is therefore not value significant. The moisture on the wall in the second bedroom is likely caused by lack of ventilation and the storage of items immediately up to the wall which can be easily remedied by moving the items away from the wall and opening the window. Generally, the carpets are in reasonable condition and whilst we accept that there is a stain in an area in the front bedroom, we do not consider it to be value significant. The shower did not appear to be defective at the inspection although there may be water leakage from water coming over the shower screen into the small gap left between the wall and the shower screen due to the construction design.
25. The extractor fan does not work. As the bathroom has no window and no working extractor fan, this would require the bathroom door and the front bedroom window to be left open to provide ventilation following a shower to prevent mould. Mould was already evident. We find this to be value significant as it is likely to weigh on a prospective tenant's mind. We therefore make a deduction of £10 per month from the market value of £700 pcm.

Tenant's improvements

26. At the inspection, we noted all the 'improvements' identified by the tenant in her written submission namely interior decorating and the provision of furniture.
27. Whilst we accept that the tenant carried out the items identified, we do not consider them to be 'improvements' but rather are her obligations under the tenancy agreement. We therefore do not make any deduction for tenant's improvements.

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 £690 pcm.
29. This rent will take effect from 1 April 2024 being the date specified by the landlord in the Notice of Increase. The Tribunal was not able to consider a later date, as in the written representations, the tenant had not provided 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
13 August 2024