



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

Case Reference : **BIR/00FN/MNR/2024/0646**

Property : **68 Burfield Street Leicester LE4 6AN**

Tenant : **Kishor Kumar B Bhay**

Tenant's agent : **Leicester Community Advice and Law Centre**

Landlord : **Ranjani Subhashchandra Samani**

Landlord's agent : **Seths Estate Agents**

Type of Application : **Determination of a Market Rent under sections 13 & 14 of the Housing Act 1988**

Tribunal Members : **V Ward BSc Hons FRICS
Judge David R Salter**

Date of Decision : **31 May 2025**

DECISION

The Tribunal determines a rent of £157.61 per week with effect from 23 December 2024.

REASONS FOR THE DECISION

Background

1. On 20 November 2024, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (“the Act”) which proposed a new rent of £157.61 per week (pw), in place of the existing rent of £100.00 pw, to take effect from 23 December 2024. The original tenancy commenced on 17 December 2001 at a rental of £65.00 pw.
2. By an application form dated 10 December 2024, under Section 13(4)(a) of the Act, the Tenant referred the Landlord’s notice proposing a new rent to the Tribunal for determination of a market rent.
3. The Tribunal has considered this case on the basis of its own inspection of the Property, the papers provided by the parties and having regard to its own knowledge, expertise and online research. Neither party requested an oral hearing.

Inspection

4. The Tribunal carried out an inspection of the Property on 15 May 2025 in the presence of the Tenant, Mr Bhay, the Landlord, Ms Samani and Ms Mehuk Faruk from Seths Estate Agents, the Landlord’s agents.
5. The Tribunal found the Property to comprise as follows:

A mid-terraced house which offers the following accommodation:

GF Two living rooms, kitchen;

FF Two bedrooms, bathroom;

Externally, a small rear yard with two external stores.

The Property benefits from double glazing and gas central heating.

The Property is situated approximately 2 miles to the north of the City Centre.

Evidence

The Landlord’s Submissions

6. The Landlord stated that the Property had relatively recently passed into sole ownership and following this, professional agents had been instructed to manage the Property. Following their advice, gas and electrical safety checks had been carried out. The Landlord stated that the invoice for the Electrical Installation Condition Report was dated 16 October 2024 and that as part of this process, the following remedial works were carried out:

Consumer unit change
2 socket replacements
Extractor fan replacement
Earth bonding on water pipe
Light switch replacement

The Landlord also stated that the other repairs required are superficial, but some, such as the bathroom, are in hand. The boiler was replaced in 2024.

Copies of the most recent Gas Safety Certificate (dated 31 January 2025) and Electrical Installation Condition Report (EICR) (dated 10 November 2024) were exhibited.

Providing background history, the Landlord said that since the tenancy began in 2001, there had only been one rental increase and the current proposal was to bring the rental in line with market levels.

To this end, comparable evidence was provided in the form of a Right Move “Best Price Guide” which gave details of comparable properties at rentals ranging from £825.00 to £1,000.00 per calendar month (pcm).

The Tenant

7. The Tenant’s submissions focused on the condition of the Property and noted the following:

Little or no maintenance since the commencement of the tenancy.
No smoke alarms or carbon monoxide detectors.
No gas or safety checks.
Issues with upstairs floors “caving in”.
“Open” wires outside.
Issues with the bathroom ceiling and decorating generally.
Poor condition of the Property throughout.

The Tenant also commented that the Landlord had provided carpets originally. However, he (the Tenant) had replaced the carpets in the living rooms. The remaining carpets are now around 25 years old. In addition, the Tenant provided the curtains and the white goods barring the cooker.

8. At the time of the Tribunal’s inspection, the Property’s condition was consistent with a dwelling that had been let for over 20 years without any major upgrade particularly to the kitchen or bathroom facilities although it was noted that, as indicated above, the gas fired boiler had been recently replaced. In places, there was evidence of water ingress although it did not appear that this problem was

ongoing. The Tribunal noted that the Tenant's assertion that there were no smoke or carbon monoxide detectors installed within the Property, was correct.

9. Of particular concern to the Tenant was the decorative condition of the Property as it appears that this is unchanged since the original grant of the tenancy in 2001 and his concerns that the Landlord has not done anything to remedy the same. In this regard, the Tribunal notes that clause 4.(8) of the tenancy agreement – Tenant's covenants – states as follows:

4(8) To keep the premises or any part thereof in good state of repair and a good state of decorative condition and at least up to the standard obtaining when the tenant took possession.

There is no requirement in the tenancy agreement for the Landlord to redecorate the Property nor is there any statutory liability to maintain the same unlike the main fabric of the building and services.

Determination and Valuation

10. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the majority of achieved rentals appear to be in the order of £950.00 pcm (i.e. approximately £219.00 pw). The Landlord provided a number of comparables in evidence some of which were in the region of £900.00 - £950.00 pcm, but it was not always clear whether or not these were marketing rentals or rents that had been achieved. Therefore, the Tribunal adopts, as a starting point, the rental of £219.00 pw for the Property if it were in good condition.
11. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Condition – lack of detectors (smoke and carbon monoxide), no significant improvement since 2001.
 - b) Curtains, carpets and white goods that are fitted by the Tenant. The full valuation is shown below:

		Per week
Market Rent		<u>£219.00</u>
<u>Less</u>		
a) Items given under a) above	£50.00	
b) Items given under b) above	£10.00	£60.00
Say		<u>£159.00</u>

Decision

17. The Tribunal's opinion of the market rental value of the Property in its current condition is £159.00 per week, as set out above. As this is not significantly different from the rental specified in the Landlord's Notice - £157.61 per week – the Tribunal confirms the Landlord's Notice.
18. Therefore, in the absence of an application for hardship under section 14(7) of the Act, the Tribunal determines the market rent at £157.61 per week with effect from 23 December 2024.

Chairman: V Ward

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) **on any point of law arising from this Decision**. 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 statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.

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

Housing Act 1988 Section 14

Address of Premises

68 Burfield Street Leicester LE4 6AN

The Tribunal members were

V Ward BSc Hons FRICS
Judge David R Salter

Landlord

Ranjani Subhashchandra Samani

Address

Tenant

Kishor Kumar B Bhay

1. The rent is:

£157.61

Per

week

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

2. The date the decision takes effect is:

23 December 2024

3. The amount included for services is not
applicable

Per

4. Date assured tenancy commenced

17 December 2001

5. Length of the term or rental period

Weekly

6. Allocation of liability for repairs

Landlord and Tenant Act 1985

7. Furniture provided by landlord or superior landlord

8. Description of premises

Terraced house with 2 bedrooms

Chairman

V Ward

Date of Decision

31 May 2025