

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

7 Kelmscott Lane, Leeds LS15 8JP

The Committee members were

Mr P A Barber (Tribunal Judge)
Mrs A Ramshaw (Tribunal Valuer)

Landlord

Mr Richard Greensitt

Address

Pheasant's Nest, Westfield Road, Carlton, WF3 3RJ

Tenant

Miss H Betteridge

1. The rent is: £875 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: 18 June 2024

3. The amount included for services is not applicable

Per

4. Date tenancy commenced 18 June 2016

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

2-bedroom ground floor flat in a small development of 4 semi-detached units. There is a garden to the front and rear and the tenant has her own entrance door. The flat is in a residential area of Leeds with close proximity to shops and bus services.

Chairman

P A Barber

Date of Decision

02 December 2024



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

Case Reference : **MAN/00DA/MNR/2024/0181**

Property : **7 Kelmscott Lane, Leeds LS15 8JP**

Applicant : **Miss Hayley Betteridge**

Respondent : **Mr Richard Greensitt**

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

Tribunal Members : **Mr P Barber; Mrs A Ramshaw**

Date of Decision : **02 December 2024**

REASONS

1. By an undated application the 12 May 2024 to the Property Chamber, the Applicant, an assured shorthold statutory periodic tenant of 7 Kelmscott Lane, Leeds LS15 8JP referred a notice of increase of rent to the Tribunal under sections 13 and 14 of the Housing Act 1988.
2. The section 13 notice, served on the 17 April 2024, included in the papers, sought to increase the rent from the existing £775.00 per calendar month to a new rent of £875 per calendar month from the 18 June 2024.

3. We inspected the property and held an oral hearing of the appeal initially in order to determine whether the Tribunal had jurisdiction. Following further directions the Tribunal determined that it had jurisdiction under section 14 and proceeded to make a determination as to the appropriate level of rent under section 13 and section 14 of the Act.

The Relevant Law

4. 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

5. The property was at the relevant time, let on an assured periodic monthly tenancy and the start of the period is 18 December 2016. The property had been let from the 18 June 2016 for a period of six months on a fixed term tenancy and no further written contract had been entered in to. Rent was payable monthly. The property is in a residential area of Leeds, near a supermarket and other local facilities in Crossgates. There is a main bus route into central Leeds and schools and leisure facilities within relatively easy reach. The property is ground floor flat with a lounge and combined dining room/kitchen and two bedrooms to the ground floor. There are toilet and bathing facilities. At the time of the inspection, the landlord had refurbished the kitchen. The property has the use of a garden. The property had been the subject of litigation between the parties for disrepair and whilst we noted some poor decorative finish and possible damp staining, we did not think this significant. Structurally the property is sound, but we noted that the bathroom was dated and in need of refurbishment. The property was in poor decorative condition which required refurbishment.
6. The Respondent to the application provided several comparable properties for rent in the area as follows. Advertised on Rightmove, at Harehood Court LS15 is a two-bedroom purpose built flat with modern amenities with an asking price of £1300 per calendar month. There is also a 2-bedroom flat at Stanks Drive LS14 at rent for £900 per calendar month. Neither of these have access to a garden. There is a 3-bedroom maisonette at Wilfred Avenue LS15 advertised at £1200 and a one-bedroom property for rent at Foundry Lane, LS14 at an asking price of £975 per calendar month. These properties gave an indication of the level of rent which might be achieved for the subject property on the open market in good condition and with the available amenities.
7. Based on all the available evidence and utilising the Tribunal's expertise and knowledge of the rental area in question we were satisfied that the proposed new rent of £875 was an appropriate market rent and that the property might reasonably be expected to be let in the open market in that area on an assured tenancy at that rate. We thought that the proposed rent was not excessive and correctly hit the ball-park figure for the property in question in relation to its location, amenities, and condition. We noted that in part the property was dated and that it required refurbishment and further redecoration, but we decided that the level of rent set (£875) property reflected its condition.
8. 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: 20 January 2025