

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

29 Byron Halls
Byron Street, Bradford
BD3 0AR

The Committee members were

Tribunal Judge J.E. Oliver
Tribunal Member A. Hossain B.Sc (Est Man) MRICS

Landlord

Chatting Properties Ltd

Address

Gala Lane Lichfield Staffordshire WS13 7LS

Tenant

Felicia Charles

1. The rent is: £450 Per Calendar month (excluding water rates and council tax but including any amounts in paras 3&4)

2. The date the decision takes effect is: 13th October 2024

Per Calendar Month

3. Date assured tenancy commenced 13th September 2011

4. Length of the term or rental period Per calendar month

5. Allocation of liability for repairs

As per tenancy agreement dated 11th September 2011

6. Furniture provided by landlord or superior landlord

As per tenancy agreement

7. Description of premises

Second floor flat on two levels. On the ground floor there is a hall, open plan living room/kitchen. On the upper floor is a bathroom, landing and double bedroom.

Chairman

J.E. Oliver

Date of Decision

18th October 2024



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

Case Reference : **MAN/OOCX/MNR/2024/0242**

Property : **29 Byron Halls, Byron Street,
Bradford, BD3 0AR**

Applicant : **Felicia Charles**

Representative : **In person**

Respondent : **Chatting Properties Limited**

Representative : **Matthew Chatting**

**Type of
Application** : **Housing Act 1988 Section 13**

Tribunal Members : **Tribunal Judge J. E. Oliver
Tribunal Member A. Hossain B.Sc.
(Est Man) MRICS**

**Date of
Determination** : **18th October 2024**

Date of Decision : **21st October 2024**

DECISION

Decision

1. The Tribunal has jurisdiction to deal with the application.
2. The rent payable for 29 Byron Halls, Byron Street, Bradford, ('the Property') is £450 per calendar month with effect from 13th October 2024.

Application

3. This is an application by Felicia Charles ('the Applicant') for the determination of the rent payable in respect of the Property, pursuant to Section 13 of the Housing Act 1988 ('the Act').
4. The tenancy agreement provided for a tenancy of the Property to commence on 13th September 2011 for a period of 6 months at a rent of £325 per calendar month.
5. The Applicant previously made an application to the Tribunal for the determination of the rent payable in 2023. On 2nd October 2023, the application numbered MAN/ooCX/MNR/2023/0232, provided for the rent to be in the sum of £400 per calendar month, with effect from 13th June 2023. The Applicant advised that, prior to this determination, the then landlord agreed to a rent of £385 per calendar month, with effect from 13th June 2023 for a period of 1 year.
6. Chatting Properties acquired ownership of the Property in September 2023 and thereafter served a notice to increase the rent for the Property ('the Notice') from the existing rent of £400 per week per calendar month to £700 per calendar month. The Notice, dated 17th June 2024, stated the increase was to take effect from 13th August 2024.
7. The Applicant objected to the proposed increase and filed an application with the First-tier Tribunal for the issue to be determined.
8. Both parties made submissions to the Tribunal and the matter was listed for a hearing on 18th October 2024.
9. The Tribunal inspected the Property on 18th October 2024 in the presence of the Applicant. The Respondent did not attend the inspection.

Inspection

9. The Property is a second floor flat in a converted property. The development comprises of 2 buildings with car parking spaces. Within the development there is a combination of 1, 2 and 3 bedroom apartments.

10. The Property is on 2 levels. On the ground floor is a hallway, an open plan living room and kitchen. On the second floor there is a double bedroom, bathroom and landing. The Property has double glazing and is heated by wall mounted electric panel heaters.
11. The Applicant confirmed her tenancy includes some items of furniture, including a kitchen table with 2 chairs, a sofa, bed and mattress, a microwave, wall unit, shoe rack, side tables, a stool and a separate wall unit. The Tribunal was advised the microwave was broken and was shown the sofa which has significant signs of wear.
12. The Applicant confirmed there were several issues with the Property. These included the extractor fan and the light in the mirror in the bathroom that have not worked since the commencement of the tenancy. There is water damage to the bath panel. One of the radiators in the living area is not working. The intercom is also broken, the Applicant being unable to hear anything when it rings.
13. The block in which the Property is situate has a lift.
14. At the inspection the Tribunal noted there was significant water damage on the landing outside the Property. The Applicant advised the water ingress had occurred over a long period of time and no repairs had been effected.
15. The Applicant advised the entrance gate to the complex does not lock as it should and so is insecure. This was confirmed by the Tribunal who had gained entrance to the complex via this gate. Further, the complex suffered from a rat infestation caused by a failure of the caretaker to keep the bin area clean.

Hearing

16. The Applicant attended the hearing. The Respondent did not attend and was not represented.
17. The Applicant confirmed the details provided in her application and provided the Tribunal with copies of e-mails between she and Mr Chatting. These indicated Mr Chatting had made attempts to increase the rent prior to the service of the section 13 Notice dated 17th June 2024 and at a time when there was an effective rent of £385 per calendar month. The Applicant advised she had applied to the Tribunal for it to determine the proposed rent increase because the rent of £700 was unaffordable. She was in receipt of Housing Benefit and the maximum she could receive was currently £448 per calendar month.
18. The Applicant advised she had been served with an eviction notice pursuant to section 21 of the Act dated 23rd January 2024, but no further action had been taken in respect of it.
19. Both parties provided details of other properties said to be comparable with the Property. The Applicant provided information of rents being paid by other tenants in Byron Halls. These included rents for 1, 2, and 3 bedroom properties and ranged from a rent of £350 per calendar month for a 1 bedroom flat, £475-£550 for a 2 bedroom flat and £600-£650 for 3 bedroom flat. The Applicant confirmed she had collated the information by speaking with the tenants and had no documentary evidence to support the information provided.

20. The Respondent provided details of other properties said to be comparable with the Property. These were undated. One was for a one bedroomed flat at Byron Halls advertised at a rent of £650 pcm, the others at Botham Road and Well Street Bradford BD1 at asking rents of £695 and £750 pcm respectively. It was unclear from the documents provided whether these properties were 1 bedroom properties, or otherwise.
21. The Respondent also provided details for the service charge payable for the Property, such sums being included within the rent. The service charge, payable quarterly, was £565.80 for October 23, £661.20 for January 2024 and £661.20 for April 2024.
22. The Applicant advised the Tribunal the application and correspondence received from the Respondent attempting to renegotiate the rent whilst a fixed rent was already in place had caused her significant stress and had impacted significantly on her health.

Determination

23. The Tribunal firstly considered whether it had jurisdiction to deal with the application. The tenancy must be one that falls within section 13 of the Act.
24. The criteria for this are:
 - the tenant must have exclusive occupancy of the Property;
 - the Property must be a dwelling house;
 - the dwelling house must be let as a separate property;
 - the tenant must be an individual;
 - the tenant must occupy the property as their principal home; all these conditions are met in this case.
30. The following criteria must then be satisfied:
 - the tenancy is a periodic tenancy that makes no provision for a rent increase;
 - any rent increase is in the prescribed form;
 - the rent increase must be 52 weeks after the commencement of the tenancy;
 - the rent increase must also be 52 weeks after any previous increase;
 - the notice period for the increase must be at least one month;
 - the notice must be signed by the landlords;
 - the proposed rent must be specified to take effect at the beginning of a new period of the tenancy.
31. The Tribunal considered the criteria to be satisfied and the Notice dated 17th June 2024 to be valid.
32. The Tribunal thereafter considered the appropriate market rent for the property. It noted the evidence provided by the parties. It discounted the evidence provided by the Applicant for the reasons already stated, namely that it relied upon information for which there was no documentary evidence. It considered the details of the properties provided by the Respondent and

discounted those in BD1. These were in a different location to the Property and there was no information to indicate the accommodation provided. It considered the evidence of the market rent for Byron Halls. This was a 1 bedroomed apartment and appeared to be identical to the Property, although there was no information as to when this advert had been placed, but the Tribunal noted it was advertised with Hunters. The Tribunal thereafter checked this information and found an identical apartment, advertised with Hunters, had been reduced on the date of the hearing to £500 pcm. The Tribunal further noted another apartment at Byron Halls was on the market with Whitegates at a rent of £575 per calendar month, but this was not identical to the Property, being a 1 bedroom flat, but with a mezzanine floor, providing additional accommodation.

33. The Tribunal considered the open market rent of the Property and relying upon its own knowledge and expertise considered the evidence of the property advertised by Hunters to be direct comparable evidence of the market rent at £500. The Tribunal determined the condition of the common parts would be a detracting feature of the Property, especially the disrepair to the corridor immediately before the Property. It believed this would reduce the rent by £25, to £475 per calendar month.
34. The Tribunal thereafter considered that from the market rent there should be a further deduction of £25 per calendar month for the repairs necessary within the Property. This would include the fact the extractor fan did not work and was in a bathroom without a window and therefore no ventilation. It also reflected the broken radiator in the living area.
35. The Tribunal noted the Applicant's comments regarding the impact of the proceedings upon her health. The Tribunal noted this is a personal circumstance which it cannot take into account when determining the application.
36. The rent for the Property is therefore in the sum of £450 per calendar month, with effect from 13th October 2024, being the date determined by the Tribunal pursuant to section 14(7) of the Act.
37. In making its decision the Tribunal had regard to section 13(7) of the Act and considered the matter of undue hardship. It noted there was insufficient information provided to determine whether, if any arrears accrued by reason of the increase being effective from 13th August 2024, they would be by Housing Benefit. The Applicant had indicated she would struggle to pay the arrears without assistance.