

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

Housing Act 1988 Section 14

Address of Premises

73 Wolsey Croft, Sherburn in Elmet,
Leeds, LS25 6DR

The Tribunal members were

Mrs Katherine Southby
Mr Amin Hossain

Landlord

Mrs Isobel Wright

Address

3 Church Street, Ulleskelf, Tadcaster, LS24 9DH

Tenant

Mr Andrew Macpherson

1. The rent is: £

800.00

Per

Calendar
Month

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

2. The date the decision takes effect is:

10 April 2023

3. The amount included for services is not
applicable

0.00

Per

5. Date assured tenancy commenced

05 September 2013

6. Length of the term or rental period

18 Months

7. Allocation of liability for repairs

Landlord

8. Furniture provided by landlord or superior landlord

9. Description of premises

3 Bedroom Semi-Detached Dormer Bungalow – Brick and Pantile Construction. UPVC
Windows throughout – Good location, convenient for shops.

Chairman

Mrs Katherine
Southby

Date of Decision

20 September
2023



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Property	73 Wolsey Croft, Sherburn in Elmet LS25 6DR
Applicants	Mr A MacPherson
Respondent	Mrs Isobel Wright
Case number	MAN/00DA/MNR/2023/0079
Date of Application	14 th March 2023
Type of Application	s13(4) Housing Act 1988
Tribunal Members	Tribunal Judge, Katherine Southby Tribunal Member, Amin Hossain
Date of Inspection	20 September 2023

Decision and Extended Reasons

PRELIMINARY

1. The Tribunal received an application from the Tenant under s13(4) of the Housing Act 1988 referring to a notice proposing a new rent.
2. The existing rent was £650 per month. The Applicant had received a notice ("the Notice") from the Respondent dated 10 March 2023 proposing a new rent of £900 per month with effect from 10 April 2023.
3. The Tribunal carried out an inspection of the property on 20 September 2023. The Landlord did not attend. The tenant Mr MacPherson was present.
4. Following the inspection, the Tribunal held a video hearing which Mr MacPherson attended together with the support of Mr Simpson. Ms Wright, the Landlord attended the hearing supported by her daughter Miss Samantha Wright.
5. The hearing took place by way of a video hearing on 20 September 2023. This has been a remote hearing which has been consented to by the parties. The form of remote hearing was FVH – a video hearing. A face-to-face hearing was not held because all issues could be determined in a remote video hearing.

INSPECTION

6. Upon inspection the Tribunal found the Property to be a 3-bedroom semi-detached dormer bungalow of brick and pantile construction with UPVC windows throughout in a good location convenient for local shops and amenities. The Property has a garage to the rear, and front and rear outside space.
7. The Tribunal noted that there were defective seals to the UPVC windows throughout the property with the exception of the window in the kitchen which appeared to have been more recently replaced. The Tribunal also noted that there were defective rainwater goods at the back of the Property, the bathroom window did not seal properly, the felting and fascia to the kitchen flat roof was in need of renewal.
8. There was substantial evidence of mould growth throughout the property. The rear dining room had unsightly wiring to the pendant light which required attention. This wiring was consistent with that in the photographs supplied to the Tribunal and therefore not recent. The garage to the rear had broken windowpanes and the paint to the window frames required renewal. Décor throughout was in poor condition.
9. The 3rd bedroom/box room was accessed via a permanent staircase and had restricted head height due to load-bearing beams. There was evidence of dampness/mould on the back wall where the bed was located.

THE LAW

10. Section 13(2) of the 1988 Act requires a Landlord seeking to increase the rent of an assured periodic tenancy to serve on the Tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy.
11. For the notice to be valid it must comply with various requirements set out in Section 13(2) of the 1988 Act as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003.
12. If the notice is valid, Section 14 of the 1988 Act requires the Tribunal to determine the rent at which it considers the property might reasonably be let in the open market by a willing Landlord under an assured tenancy and in so doing the Tribunal must disregard the effect on the rental value of any relevant Tenants improvements.
13. Section 13(2) of the 1988 Act confirms (amongst other things) the start date for the proposed new rent must not be earlier than
“(c) if the rent under the tenancy has previously been increased...
(ii).... the appropriate date.”
14. The appropriate date is defined in Sections 13(2)A and 3(B) of the 1988 Act as being a minimum of 52 or 53 weeks after any previous increase.

THE TRIBUNAL’S REASONS AND DETERMINATION

15. We carefully considered the written evidence submitted to the Tribunal in advance and the information we obtained at the inspection and hearing, whether we refer to it or not.
16. The Tribunal had first to determine whether the notice was valid under Section 13(2) of the 1988 Act.
17. The Notice was in the prescribed form and found to be valid.
18. The Tribunal heard oral evidence from Mr MacPherson that in his view the proposed rent increase would be appropriate had necessary works been done. He raised concerns about damp and the absence of an electrical certificate. He stated that comparable properties on the same street which were a mirror image of the subject property but newly decorated and fully certified were being let for £750 per month. Mr Macpherson did not provide the Tribunal with any documentary evidence to support this assertion.
19. Mr MacPherson gave oral evidence that he had replaced the shower in the Property as it was not working. He also stated that he had put the fire surround in and would take it with him when he moved out. He stated that he informed Mrs Wright. He denied any suggestion that contractors had been refused access to the property.
20. Mr MacPherson stated that in his opinion the Property should be valued as a 2-bedroom rather than a 3-bedroom property because of the layout and access to the 3rd bedroom.

21. The Tribunal was also presented with a range of property information from, Emsleys Estate Agents on behalf of the Respondent with a range of rental values between £800 and £1050 per month.
22. The Tribunal heard oral evidence from Mrs Wright that she asked Emsleys Estate Agents for professional guidance on the appropriate rental amount which is what she based the new figure upon. She referred to recommendations made by Selby Council in relation to an improvement notice but stated that the Council had not said that they were unhappy with the windows. She rejected the suggestion that problems with damp and mould growth were due to defective window seals and stated that they were due to failure by the tenant to properly ventilate the property. She stated that attempts had been made for gas certification to be completed but the contractor was refused entry, and that she had not been made aware of defective rainwater goods to the rear of the property.
23. The Tribunal's task is to consider what would be the market rent for comparable properties let in the private sector on an assured tenancy on the same terms, using its own general experience and knowledge of market rent levels in this area.
24. In coming to its decision on the rent the tribunal applied the above law and had regard to the evidence supplied by the parties in the bundle, and evidence of comparable properties which it had found.
25. The Tribunal considered a range of comparable properties including locally 3-bed bungalows between £850 and £1200 per month.
26. The Tribunal considered Mr MacPherson's assertion that the Property should be valued as a 2-bedroom Property but declined to do so, as in our view a property of this size and layout, properly modernised, including improved access to the 3rd bedroom/box room would mean that it was entirely appropriate for it to be let as a 3-bedroom property. The absence of such modernisation work is reflected in the adjustments to our valuation below.
27. The Tribunal taking all the evidence into account concluded that in the open market an equivalent property of the same construction with modern amenities, including any which this property did not have, in a comparable location with a landlord's repairing obligation would justify a headline rent of £900 per month.
28. The Tribunal adjusted this rent by £100 to reflect Landlord's neglect including in particular the window seals which have created the mould and damp problems, and the defective rainwater goods. This adjustment also takes account of the work done by the tenant in installing the shower. We have not adjusted for the fireplace as the tenant stated he would be removing this item in any event.
29. By this calculation the Tribunal calculated that the rent at which this property might reasonably be expected to be let on the open market would be £800 per month.

DECISION

30. The Tribunal determined that the rent of £800 per month should be effective from 10 April 2023.