

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

Housing Act 1988 Section 14

Address of Premises

3B Salisbury Street, Hull, HU5 3EU

The Tribunal members were

Mrs Angela Davies LL.B
Mr Peter Mountain FRICS FNAEA

Landlord

Bankway Properties Ltd

Address

Haskell House, 152 West End Lane, London, NW6 1SD

Tenant

Mr Michael Marsden

1. The rent is: £

475.00

Per

Calendar
Month

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

2. The date the decision takes effect is:

02 January 2024

3. The amount included for services is not
applicable

0.00

Per

4. Date assured tenancy commenced

2 October 2016

5. Length of the term or rental period

Monthly

6. Allocation of liability for repairs

As Section 11 Landlord and Tenant
Act 1985

7. Furniture provided by landlord or superior landlord

None

8. Description of premises

Ground floor one bedroomed flat. High single glazed windows. Frames in poor condition.

Chairman

Mrs Angela
Davies LL.B

Date of Decision

20 March 2024



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/00FA/MNR/2024/0005

Property : 3B Salisbury Street, Hull

Applicant : MICHAEL MARSDEN

Respondent : BANKWAY PROPERTIES LTD

Type of Application : DETERMINATION OF MARKET RENT, Section 14
Housing Act 1988

Tribunal Members : Tribunal Judge A M Davies
Tribunal Member P Mountain

Date of Decision : 20 March 2024

DECISION

The rent payable by the Applicant with effect from 2 January 2024 is £475 per month.

REASONS

1. On 27 November 2023 the Respondent served a notice in Form 4 under section 13, Housing Act 1988 proposing a rent of £525 per month for 3B Salisbury Street, Hull with effect from 2 January 2024.
2. On 22 December 2023 the Applicant applied to the tribunal for a determination of market rent for the property.

3. The Respondent did not make any representations to the Tribunal. The Applicant provided rent information for a number of comparable properties in the area.
4. The Tribunal inspected the property on 20 March 2024 in the presence of the Applicant. The Respondent's representatives did not attend.
5. The Tribunal found the property to be a one bedroomed ground floor flat in a large mansion house situated in fairly large grounds on a quiet street. The flat had been let to the Applicant unfurnished on 2 October 2015 for an initial 12 month term. At that time the rent was £450 per month but by November 2023 the rent had increased to £480 per month.
6. The tenancy agreement contained a provision for rent increase, but this was of no effect when the initial term expired and the tenancy became a statutory periodic tenancy.
7. The notice served by Respondent had no date inserted at paragraph 3 of Form 4, which reads "*The first rent increase date after 11th February 2003 is -----*" (see note 11 over the page)". Note 11 reads "*Unless the tenancy is a new one or one of the exceptions mentioned in note 17 applies, you must insert in paragraph 3 of the notice the first date after 11th February 2003 on which rent is proposed to be, or was increased under this statutory notice procedure. The date determines the date that you can specify in paragraph 4 of the notice. See also note 16*". Neither note 16 nor note 17 are relevant to this property.
8. The Applicant confirmed that his rent had previously been increased under the section 13 procedure. The requirement for insertion of a date at paragraph 3 appears to be mandatory in these circumstances. The tenant did not raise the issue before the Tribunal but told the Tribunal that he had noted and wondered about the omission. He agreed that the starting date for the new rent would be 2 January 2024. Since the Applicant did not appear to have been misled in anyway, and since both parties clearly wanted a determination by the Tribunal, the Tribunal accepted jurisdiction in this instance.

9. On inspection the Tribunal found that the ceilings in the rooms were high and the windows were extremely tall, being virtually floor to ceiling. All windows were furnished with original wooden shutters internally. All were single glazed and timber framed. The frames were in poor condition internally and particularly externally. Consequently the rooms were cold and difficult to heat. The Applicant had the shutters in the bedroom closed, partly to retain heat and also because of a lack of privacy since the windows faced the communal grounds. The Tribunal noted that additional electric heating was used by the tenant in the bay windows.
10. The flat was otherwise in good condition. There was a door entry system. Parking was on-street.
11. 4 of the 5 comparables provided by the Applicant were for one bedroomed flats let unfurnished in period properties in Hull. At least 2 of these had double glazing. The monthly asking rents ranged from £395 to £495. A further comparable flat at Newland Avenue set out over 2 storeys had 2 bedrooms and was to let for £495 pm. A sixth comparable was an end terrace 2 bedroomed house, the asking rent for which was £500 pcm.
12. Taking these comparables into consideration and in the light of the Tribunal's own knowledge and experience of rents in the Hull area, the Tribunal finds that the market rent for 3B Salisbury Street is £475 pcm to take account of the very poor condition of the windows and the Applicant's increased heating bills.