

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

Housing Act 1988 Section 14

Address of Premises

2 Squirrel Close, Dewsbury, WF13
4AE

The Tribunal members were

Mrs Katherine Southby
Ms Jenny Jacobs

Landlord

Firoz Patel

Address

39 Ashcroft Close, Batley, WF12 7DP

Tenant

Mrs Maureen Barclay & Mr Mark Williamson

1. The rent is:£

675.00

Per

Calendar
Month

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

2. The date the decision takes effect is:

28 March 2023

3. The amount included for services is not
applicable

0.00

Per

4. Date assured tenancy commenced

31 July 2022

5. Length of the term or rental period

6 Months

6. Allocation of liability for repairs

Landlord

7. Furniture provided by landlord or superior landlord

No

8. Description of premises

3 bedroom 1950's bungalow, corner plot, large garden, on estate of similar properties close to local hospital

Chairman

Mrs Katherine
Southby

Date of Decision

21 June 2023



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Property	2 Squirrel Close
Applicants	Mrs Maureen Barclay and Mr Mark Williamson
Respondent	Mr Firoz Patel
Case number	MAN/OOCZ/MNR/2023/0060
Date of Application	6 th February 2023
Type of Application	s13(4) Housing Act 1988
Tribunal Members	Tribunal Judge, Katherine Southby Tribunal Member, Jenny Jacobs
Date of Hearing	22 June 2023

Decision and Extended Reasons

PRELIMINARY

1. The Tribunal received an application dated 6th February 2023 from the Tenant under s13(4) of the Housing Act 1988 referring to a notice proposing a new rent.
2. The existing rent was £575 per month. The Applicant had received a notice ("the Notice") from the Respondent dated 5 January 2023 proposing a new rent of £650 per month with effect from 28 February 2023.
3. The Tribunal carried out an inspection of the property on 21 June 2023. The Landlord was present although the Tribunal did not take any evidence or hear any representations from the Landlord as part of the inspection. The Tenant did not attend.

INSPECTION

4. Upon inspection the property proved to be a semi-detached 3-bedroom 1950s bungalow of approximately 53m² in area, on a corner plot with a large garden, situated on an estate of similar properties close to a local hospital.
5. The property was observed to be in reasonable condition externally for a property of this type. Internally the property was observed to have 1 double bedroom, 1 single bedroom and one very small single bedroom/study. There were no white goods in the kitchen which dated from around 2018. There was a new gas central heating boiler installed, UPVC double glazing and an unmodernised bathroom and separate toilet. An Air circulating system had been installed in the property.

THE LAW

6. 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.
7. 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.
8. 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.
9. 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."

10. 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

11. We carefully considered the written evidence submitted to the Tribunal in advance and the information we obtained at the inspection, whether we refer to it or not.
12. The Tribunal had first to determine whether the notice was valid under Section 13(2) of the 1988 Act.
13. The Notice was in the prescribed form and found to be valid.
14. The Tribunal then went on to consider what would be the market rent for comparable properties let in the private sector on an assured tenancy using its own general experience and knowledge of market rent levels in this area.
15. 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.
16. The Tribunal considered a range of comparable properties starting with 2 to 3 bedroom properties broadly similar in size, within 1 mile, and extending the geographical range to both 3 miles and 5 miles.
17. There was nothing directly comparable within 1 mile.
18. Within 3 miles the Tribunal considered a similar sized (54m²) 2 bedroom bungalow with neutral decor, fully modernised to an extremely high level, with fully fitted kitchen with white goods, Shower and WC, Gas central heating, garden to front and rear and parking which was on the market at £725 per month. We also considered a 1970s/80s detached 2 bedroom bungalow similar to the previous one although less well modernised listed as £795 let agreed and a 1980s detached 2 bedroom bungalow with conservatory at £850 per calendar month.
19. Whilst the Tribunal found all of the evidence provided to it informative, the Tribunal was most persuaded by those figures of actual rentals in the same area. 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 would justify a headline rent of £775 per month. In particular we took into account the size of the rooms, the corner plot, the large garden and off street parking.
20. The Tribunal made no deductions for tenant's improvements as no improvements were observed which were considered to be significant to the rental value. The Tribunal made a deduction of £25 per month to reflect the absence of white goods at the property, and £75 per month for necessary

improvements to reflect the fact that the bathroom and WC in particular have not been modernised.

21. By this calculation the Tribunal calculated that the rent at which this property might reasonably be expected to be let on the open market disregarding the Tenant's improvements would be £675 per month.

DECISION

22. The Tribunal determined that the rent of £675 per month should be effective from 28 March 2023.