

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

Housing Act 1988 Section 14

Address of Premises

4 Gardens Crescent, Ravensthorpe,
Dewsbury, WF13 3HF

The Tribunal members were

Mr Phillip Arthur Barber
Ms Jenny Jacobs

Landlord

Raja Abdul Majeed Khan & Shazreen Akhtar

Address

565 Huddersfield Road, Dewsbury, WF13 3JW

Tenant

Ms Aurelia Mihaela Roua & Mr Mugurel Bairam

1. The rent is:£

715.00

Per

Calendar
Month

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

2. The date the decision takes effect is:

18 November 2023

3. The amount included for services is not
applicable

0.00

Per

4. Date assured tenancy commenced

18 May 2020

5. Length of the term or rental period

Calendar Monthly

6. Allocation of liability for repairs

Landlord as Per Section 11 LTA 1985

7. Furniture provided by landlord or superior landlord

None

8. Description of premises

The property is an inner 3-bedroom terrace property in a reasonable residential area. There is a living room and kitchen/diner with a yard to the front and a garage to the rear. The kitchen and bathroom are both dated and in need of refurbishment, with no kitchen white goods and very poor kitchen units and no extractor fan in the bathroom. Landlord neglect included faulty electric socket, broken window catch, and tenant's improvements included new floor throughout and internal decorations. The tenants had also completed minor works of repair such as boarding up a hole in one of the bedrooms.

Chairman

Mr Phillip Arthur
Barber

Date of Decision

20 March 2024



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/OOCZ/MNR/2023/0398

Property : 4 Gardens Crescent, Dewsbury WF13 3HF

Applicants : A M Roua & M Bairam

Represented by :

Respondent : R A M Khan & S Akhtar

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

Tribunal Members (Valuer) : Mr P Barber (Judge); Mrs J Jacobs

Date of Decision : 20 March 2024 (amended)

REASONS

1. By an undated application acknowledged on the 01 November 2023 by the Property Chamber, the Applicants, assured shorthold statutory periodic tenants of 4 Gardens Crescent, Ravensthorpe, Dewsbury, WF13 3HF 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, in Form 4, dated 18 September 2023, included in the papers, sought to increase the rent from the existing £550.00 per

calendar month to a new rent of £800 per calendar month from the 18 November 2023.

3. Neither party asked for an oral hearing, but the Tribunal had the opportunity of inspecting the property on the 15 March 2024 in the company of the tenants.

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 19 May 2021. The property had been let from the 18 May 2020 (the application mistakenly states 13 May 2020) on a fixed term contract for an initial period of 12 months and no further written contract had been entered in to.
6. The property is in a residential area of Dewsbury, near a supermarket and retail park and other local facilities. There is a main bus route into central Dewsbury and schools and leisure facilities within relatively easy reach. The property is an inner terrace property with a lounge and combined dining room/kitchen to the ground floor; 3 bedrooms and a bathroom to the upper floor. The property has a small yard to the front and parking for a car and a rear garden with garage at the property for the use of the tenants. The property was generally in good structural and decorative repair, although we took account of a degree of landlord neglect and necessary improvements as set out in the decision notice. We were made aware of some tenant improvements as set out below but we were not made aware of any failure by the tenant to comply with any terms of the tenancy agreement.
7. Neither party provided any comparable properties, but the landlord did provide an assessment of lettable value from reputable letting agents which we considered within the ballpark region of the current state of the rental market in the Ravensthorpe area. Accordingly, and 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 £800 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.
8. We appreciate that the tenants may view this assessment as excessive but since they took the property some 4 years previously, the market has increased considerably and the initial rent of £550 no longer reflects the rental market for this type of property.
9. However, our assessment of the market rent is based on the property being in good condition and we noted that, as set out in the decision notice, the property would benefit from a refurbished kitchen and bathroom. The kitchen is clearly dated with poor kitchen units and a lack of white goods. We also took into account the fact that the bathroom is also dated and in need of refurbishment to bring it up to modern day standards. Allied to this is the fact that various repairs have been carried out by the tenant in place of what we understood to be landlord neglect. Accordingly, from the market rent in good condition we took off £25 for the broken socket, the hole in the wall in the bedroom, the broken window catch and the fact that the tenants had improved the property in terms of decorative finish and refurbished floor covering and we took off an additional £50 to reflect

the necessary improvements at the property in relation to the kitchen and bathroom. Finally we took off £10 for tenant's improvements to give a market rent of £715.

10. The new rent is payable from the date of increase as set out in the notice of increase under section 13 of the 1988 Act. That is the date the increase takes effect by law.
11. 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: 26 April 2024