

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

Housing Act 1988 Section 14

Address of Premises

38 Marlborough Avenue, Goole, DN14
6JA

The Tribunal members were

Mr PA Barber (Judge)
Ms J Gittus (Valuer)

Landlord

Jennie Chau

Address

27 Garlick Drive, Kennilworth, CV8 2TT

Tenant

Ms Nevada Wellard

1. The rent is:£

650

Per

Cal month

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

2. The date the decision takes effect is:

25 April 2024

3. The amount included for services is

Not
applicable

Per

4. Date assured tenancy commenced

05 September 2023

5. Length of the term or rental period

Cal month

6. Allocation of liability for repairs

As per Landlord & Tenant Act 1985
s.11

7. Furniture provided by landlord or superior landlord

None

8. Description of premises

The property is a 2-bedroom brick built inner terrace property. Small front yard and small rear yard. Minor delamination of bricks above rear garage and damage to pointing but in an otherwise reasonable state of repair. Generally unfurnished, bathroom good condition, kitchen good condition with landlord cooker and drier. Comparable properties provided indicate reasonable market rent as set out above.

Chairman

P A BARBER

Date of Decision

07 February
2025



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/00FB/MNR/2024/0280

Property : 38 Marlborough Avenue, Goole, DN14 6JA

Tenant : Ms Nevada Wellard

Respondent : Ms Jennie Chau

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

Tribunal Members : : Mr P Barber (Judge); Ms J Gitttus (Valuer)

Date of Decision : 07 February 2025

REASONS

1. This is a statement of reasons for the decision of the Tribunal made on the 07 February 2025 to assess a market rent of the property at 38 Marlborough Avenue, Goole, DN14 6JA ("the property") at £650 per calendar month in place of the current rent of £630. There was a mistake on the Decision Notice providing for the wrong date that the increase takes effect, and it should have been the 05 October 2024, the effective date of the Landlord's notice. The Tribunal apologises for the error.

2. By way of an application to the Tribunal, dated 20 September 2014, Ms Wellard, tenant of the property, referred a notice of increase of rent to the Tribunal under sections 13 and 14 of the Housing Act 1988.
3. The section 13 notice, in Form 4, dated 03 September 2024, included in the papers, sought to increase the rent from the existing £630 per calendar month to a new rent of £680 per calendar month from the 05 October 2024.
4. Neither party asked for an oral hearing, but the Tribunal had the opportunity of inspecting the property on the 07 February 2025.

The Relevant Law

5. 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

6. The tenant had occupied the property pursuant to a tenancy agreement dated 05 September 2023 which expired on the 04 September 2024 and thereafter a monthly periodic tenancy arose from the 05 of one month to the 04 of the next. The contractual rent was £630 per calendar month.

The Property

7. The property, a 2-bedroom brick built inner terrace house, is in a residential area of Goole within walking distance of local shops and bus routes to the town centre. There is a small yard to the front and a garage and yard to the rear. The property comprises of a kitchen and separate dining/living room. Upstairs there is a bathroom and two bedrooms. The property has double glazing. The kitchen in the property was in generally good condition as was the bathroom although both would benefit from updating. There was no tenant neglect and in fact the tenant has maintained the property in a reasonably good condition. The tenant pointed out areas of damp behind the plastic cladding in the living room which we thought was minor condensation dampness and we noted minor delamination of the bricks above the rear garage and damaged pointing. The interior of the property can be seen from the photographs provided in the bundle and we decided that the property would attract a reasonable level of interest from prospective tenants, although the level of rent proposed by the landlord would be unachievable in the local market in Goole.
8. The Tenant, during her occupation of the property has sought help from the Local Authority in relation to defects and we noted a letter from the Local Authority dated 10 April 2024 which highlights a number of matters, namely: inadequate fire detection constituting a category 2 hazard; dampness is described in the letter as being "throughout the property" but we were unable to identify extensive dampness which would significantly reduce the level of the rent; internal doors lacking safety glass and a lack of window restrictors. Whilst we accept that these issues are a significant concern for Ms Wellard, we noted that the Local Authority had signed off damp-proofing works and electrical safety checks.
9. Ms Wellard was also concerned about her daughter's skin rash which she attributed to conditions in the property, but we were unable to determine whether the skin rash had anything to do with the property, although we accept that Ms Wellard was upset and distressed at her

daughter's skin problem. We were therefore unable to take it into account.

10. Neither party asked for a hearing, but comparable properties were provided, and we used the Tribunal's expertise and judgement to arrive at what we decided would be a reasonable market rent for the property taking into account the factors set out in section 14 above.
11. Taking account of the relevant matters set out above, in the Tribunal's view a property of this size in this area in good condition would attract a rent of £650 per calendar month. We have taken account of the comparable property in the same street listed for £695 pcm, but we discounted £45 as this was recently refurbished and to take account of the minor items of disrepair noted above.
12. 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.
13. 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: 01 April 2025