

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

Housing Act 1988 Section 14

Address of Premises

49 Rugby Place, Bradford BD7 2DE

The Tribunal members were

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

Landlord

Mr Shafiq Ali

Address

Blakewater Certus Solicitors, 33 Manor Row, Bradford BD1 4PS

Tenant

Mr Mohisham Aziz

1. The rent is:£

700

Per

Cal. Month

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

2. The date the decision takes effect is:

03 October 2024

3. The amount included for services is

N/A

Per

4. Date assured tenancy commenced

03 August 2020

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 4-bedroom terrace house. The Tribunal were unable to access the Property by the tenant gave a video tour during the hearing. The property has some minor disrepair, and we note that the tenant has decorated the property. Based on the location of the property, its size and the available comparable properties we determined a market rent as set out above.

Chairman

P. BARBER

Date of Decision

07 February
2025



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/OOCX/MNR/2024/0602

Property : 49 Rugby Place, Bradford BD7 2DE

Tenant : Mr Mohisham Aziz

Respondent : Mr Shafiq Ali

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

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

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 49 Rugby Place, Bradford BD7 2DE ("the property") at £700 per calendar month in place of the current rent of £475.
2. By way of an application to the Tribunal, dated 01 October 2014, Mr Aziz, 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 16 August 2024, included in the papers, sought to increase the rent from the existing £475 per calendar month to a new rent of £775 per calendar month from the 03 October 2024.
4. The parties asked for an oral hearing. The Tribunal was unable to inspect the property on the 07 February 2025 as the Applicant was unwilling to allow access with the landlord present, but a compromise was found enabling the Tribunal to view the inside of the property by video during the hearing with the consent of both parties.

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 03 August 2020 for a fixed term of 12 months from the 03 August 2020 and thereafter a monthly periodic tenancy arose from the 03 of one month to the 02 of the next. The contractual rent was £475 per calendar month and has remained at that level for subsequent years despite a general increase in the level of rents in the locality.

The Property

7. The property, a large 4-bedroom stone built inner terrace house, is in a residential area of Bradford within walking distance of local shops and bus routes to the town centre. There is a small yard to the front and yard to the rear. The property has an entrance hall with access to a storage cellar and comprises of a kitchen/dining room and separate living room on the ground floor, together with a toilet. Upstairs there is a bathroom and two bedrooms and on the second floor are two further bedrooms. The property has double glazing. From what we were able to see from the video inspection, 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 provided some 169 pages of evidence to support his claim that the property was in a state of disrepair, including many photographs and correspondence relating to the condition of the property. It is clear that there has been and remains a serious and unfortunate breakdown in relations between landlord and tenant, both parties blaming each other for what they both claim relate to be dilapidations at the property, with the involvement of solicitors. It also appears that steps have been taken to bring Mr Aziz's occupation of the property to an end but how far these have gone is not relevant for the Tribunal's purposes.
8. All the Tribunal had to do was assess what a willing tenant might pay for the property from a willing landlord taking account of the condition of the property as we saw it and the other factors set out in section 14 of the Act.

9. The Tribunal took note of the photographs which show a property with a minor degree of neglect. There are holes around some of the radiator pipes and one or two areas of unsightly damage to the fixtures and decorations, such as is shown on photograph on page 18 of the Applicant's bundle. The property also clearly needs to be refurbished and redecorated, however, overall, the property is in reasonable condition even taking account of the photographs. However, we take note of the fact that the Applicant has occupied the property for some 5 years and it is probably an appropriate time to refurbish and update as necessary.
10. There is a reasonable demand for properties of this nature in this area of Bradford and we are satisfied that the Landlord would have little difficulty in reletting the property at an appropriate market rent. Comparable properties were provided by the Respondent in his bundle with a range between £795 and £1000 per calendar month asking price. We are not provided with details of the condition of any of these properties, but we assumed they were presented to market in a lettable condition. We also note that some of the properties have a better outlook with larger gardens, etc. No directly comparable properties were provided.
11. Taking account of the relevant matters set out above, in the Tribunal's judgement a property of this size in this area in good condition would attract a rent of £800 per calendar month. We have discounted £100 per calendar month to reflect the condition of the property and the requirement to refurbish and update.
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 and the Applicant did not make a hardship claim.
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: 06 May 2025