

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

Housing Act 1988 Section 14

Address of Premises

16 Thornhill Park Avenue, Dewsbury,
WF12 0DA

The Tribunal members were

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

Landlord

Mr Idris Patel

Address

Ramsden Solicitors, Oakley House, 1 Hungerford Road,
Huddersfield HD3 3AL

Tenant

Mrs Jamel Banaz

1. The rent is:£

£900

Per

Cal month

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

2. The date the decision takes effect is:

23 May 2025

3. The amount included for services is not applicable

Not
applicable

Per

4. Date assured tenancy commenced

23 March 2024

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

3 bedroom detached stone-faced property with garage and garden in a residential area of Dewsbury. Kitchen and bathroom need refurbishment some repair work and there is an element of landlord neglect in relation to water penetration (garage and kitchen) together with more minor works to the gas fire in the livingroom.

Chairman

P A BARBER

Date of Decision

30 June 2025



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/OOCZ/MNR/2025/0778

Property : 16 Thornhill Park Avenue, Dewsbury,
WF12 ODA

Tenant : Mrs Jamel Banaz

Respondent : Mr Idris Patel

Type of Application : Housing Act 1988, S. 13 and S.14

Tribunal Members : Mr P Barber (Judge);
Ms J Gittus MRICS

Date of Decision : 30 June 2025

REASONS

1. This is a statement of reasons for the decision of the Tribunal made on the 30 June 2025 to assess a market rent of the property at 16 Thornhill Park Avenue, Dewsbury WF12 ODA ("the property") at £900 per calendar month in place of the current rent of £600. The effect of the notice is 23 May 2025, the date stipulated in the section 13 notice.
2. By way of an application to the Tribunal, dated 02 May 2025, Mrs Banaz, 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 22 April 2025, included in the papers, sought to increase the rent from the existing £650 per calendar month to a new rent of £1150 per calendar month from the 23 May 2025.

4. Neither party asked for an oral hearing, but the Tribunal had the opportunity of inspecting the property on the 30 June 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 for around three years. The most recent tenancy agreement is dated since 23 March 2024 for £650. It appears that the initial rent from March 2022 was for £885, which at that time was probably close to the market rent for the property. The rent remained at that level following the renewal of the tenancy in 2023 but reduced to £650 from March

2024. It is not entirely clear why the rent was reduced but it was suggested at the inspection that this was to take account of disrepair at the property. We understand that the current landlord has taken over the property from the previous landlord.

The Property

7. The property comprises a modern detached dwellinghouse in a relatively new development on the outskirts of Dewsbury. It is located within a short walk of nearby shops and has a bus route into the town. The property has a kitchen, a dining room and living room together with three bedrooms and bathroom on the first floor. There is an attached single garage and a sizeable garden to the rear and area to the front where cars can be parked. Externally, as can be seen from the photographs supplied by the parties, and arising out of our inspection of the property, the property is fronted by a large and dilapidated chipboard porch constructed to the front of the main entrance door. It is not entirely clear why the property has this structure attached to it but it is unsightly and would likely put off prospective tenants. We note that this forms part of the structure and exterior of the property and so it comes within the scope of the landlord's maintenance responsibilities.
8. Internally in the kitchen there is a broken wall cupboard and defective ceiling which appears to have been damaged by water ingress, possibly from the adjoining garage where a pipe runs from the bathroom (possibly the soil stack). We noted that there are loose tiles at the back of the bath and gaps in the mortar which might allow water to escape. The bathroom sink was also insecurely fitted and wobbly. In the front bedroom there was evidence of damp. We also noted that there is loose and defective flashing to the roof with the garage which might be a source of water ingress.
9. Generally, the property has been poorly maintained by the landlord with items of disrepair and refurbishment including works to the kitchen, bathroom and garage. We were also concerned about the safety of the gas fire in the case that small children were occupying the property.
10. Neither party asked for a hearing.
11. Comparable properties were provided by the landlord in his submission to the Tribunal and we noted the following, that 21 Old Mill View is larger than the subject property having 4 bedrooms and is in a preferable location. The asking rent for this property is £1500. 14 Millwater Avenue is a detached 3-bedroom property but again in a preferable location and is larger than the subject property. The asking rent for this property is £1200.
12. On the basis of all of the available evidence and utilising the Tribunal's expertise, we determined that a market rent for this property in good condition might reasonably be £1000.

13. Taking account of the relevant matters set out above, and utilising the Tribunal's expertise, in the Tribunal's judgement a property of this size and in this condition might reasonably achieve a rent of £900 per calendar month. We have arrived at this figure by reason of the size and condition of the property in that local market area but also by reference to a discount of some £100 from the market rent in good condition to take account of landlord neglect.
14. The new rent is payable from the date of the notice as no impecuniosity was raised with the Tribunal.
15. 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: 23 September 2025