

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

Housing Act 1988 Section 14

### Address of Premises

31 Bardsley Street, Manchester, M40 1PB	The Tribunal members were
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Mr PA Barber (Judge)  
Mr A Hossain (Valuer)

### Landlord

Sam's Estates

### Address

Unit 4, Fountayn Business Park, London N15 4AG

### Tenant

David O'Sullivan

### 1. The rent is: £

600

Per

Cal. month

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

### 2. The date the decision takes effect is:

01 May 2025

### 3. The amount included for services is not applicable

N/A

Per

### 4. Date assured tenancy commenced

September 2021

### 5. Length of the term or rental period

Cal. Month

### 6. Allocation of liability for repairs

As per Landlord as per section 11  
LTA 1985

### 7. Furniture provided by landlord or superior landlord

None

### 8. Description of premises

The property is a 2-bedroom brick built, slate roof, mid terrace property built circa 1919. Comprising of a hall, 2 living rooms and a kitchen to the ground floor together with 2 bedrooms and a bathroom to the first floor. The bathroom is only accessible through the rear bedroom.

Tribunal Judge

P. Barber

Date of Decision

01 May 2025



FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)

Case Reference : MAN/OOBN/MNR/2023/0406

Property : 31 Bardsley Street, Manchester M40 1PB

Applicant : Mr David O' Sullivan

Respondent : Sam's Estates

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

Tribunal Members : Mr P Barber (Judge);  
Mr A Hossain BSc (Est Man) MRICS

Date of Decision : 01 May 2025

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REASONS

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1. This is a statement of reasons for the decision of the Tribunal made on the 01 May 2025 to assess a market rent of the property at 31 Bardsley Street, Manchester M40 1PB ("the property") at £600 per calendar month in place of the current rent of £600. The effect of the notice is 01 May 2025, the date of the decision due to hardship, although as we are not increasing the rent from its current contractual level little turned on this.

2. By way of an application to the Tribunal, dated 18 October 2023, Mr O'Sullivan, 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 £600 per calendar month to a new rent of £850 per calendar month from the 19 October 2023.
4. Neither party asked for an oral hearing, but the Tribunal had the opportunity of inspecting the property on the 01 May 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 06 September 2021 which expired on the 05 September 2022 and thereafter a monthly periodic tenancy arose from the 05 of one month to the 04 of the next. The contractual rent was £600 per calendar month. There is an undated email from the Landlord which refers to a tenancy agreement for 12 months from the 19 July 2021, but any such document is not in the papers; a tenancy agreement dated 06 September 2021 is in the papers and this accords with the date provided in the application by the Tribunal. As the section 13 notice purports to increase the rent from a different date to a period of the tenancy it is strongly arguable that the notice is defective. However, as neither party has raised this point and as this Tribunal is not altering the contractually agreed rent, we did not adjourn for lack of jurisdiction.

#### The Property

7. The property comprises of a brick-built, slate roof terrace property spread over some 721 square feet. It is located within a short walk of nearby shops and has a bus route into central Manchester. The property has a kitchen dining room and living room together with two bedrooms and bathroom on the first floor. The property is pavement fronted with a rear yard. There is evidence of a leaking soil stack to the rear elevation in the form of water pooling and staining to the yard area around the soil stack.
8. Internally there is significant rodent infestation evidenced by several traps to the ground floor and first floor. The tenant believes rodents are accessing the property through holes in an inaccessible loft but there are also apparent holes in between the kitchen units and within the flooring of. The carpets are old and threadbare throughout the property and in parts constitute dangerous conditions – especially on the stairs. The curtains are threadbare throughout. The kitchen fittings are in a poor condition and dated and require replacement to bring the property up to a lettable standard. There is defective plasterwork to several walls to the ground floor with blistering and popping.
9. To the first floor, whilst the property has double glazing, there is a missing handle to the front bedroom window and the bathroom fittings are dated and require replacement to bring the property up to modern day standards. The second bedroom has loose and defective flooring.

10. Generally, the property has been poorly maintained by the landlord with items of disrepair as set out above which would make the property generally hard to let at a market rent.
11. Neither party asked for a hearing.
12. Comparable properties were provided by the landlord in the email. These include a property at 291 Droylsden Road, M40 advertised at £875 per calendar month but reduced from a higher amount and reference is made to other similar properties in the region advertised at £875 per calendar month. We can accept that a well-maintained property in a letting condition advertised to market might reasonably attract a rent of £875.
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 only achieve a rent of £600 per calendar month. We have arrived at this figure by reason of the condition of the property in that local market area but also by reference to a discount of some £275 from the market rent in good condition to take account of landlord neglect.
14. The new rent is payable from the date of the Tribunal on the 01 May 2025 due to hardship. The tenant is in receipt of welfare benefits and is dependent upon those benefits to pay the rent.
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: 09 May 2025