

**Notice of the Tribunal Decision and
Register of Rents under Assured Periodic Tenancies
(Section 14 Determination)****Housing Act 1988 Section 14****Address of Premises**240 Woodlands Road, Cheetham
Hill, Manchester M8 0GB.**The Tribunal members were**J White
A Hossain**Landlord**

Sajjad Haider

Address

207 Lightburn Road M4 09DD

Tenant

James Ezomon

**1. The rent
is:**

£910

Per

month

**(excluding water rates and council tax but
including any amounts in paras 3 & 4)****2. The date the decision takes
effect is:**

26 July 2024

**3. The amount included for services
is:**

N/A

Per

month

**4. Date periodic/statutory periodic
assured tenancy commenced**

26 March 2019

5. Rental period

monthly

6. Allocation of liability for repairs

S 11 LTA 1985

7. Furniture provided by landlord or superior landlord

Unfurnished, no white goods. Landlord's cooker

8. Description of premises

Brick construction 3 bed semidetached. Small back garden, incline path and small front sloped area to front. Dated kitchen, bathroom and poor quality décor. Defects at effective date as outlined in Improvement Notice dated 24 December 2024, including dampness, mould, defective heating, blown double glazing.

Chairman

J White

**Date of
Decision**

1 April 2025



FIRST - TIER
TRIBUNAL
PROPERTY
CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/OOBN/MNR/2024/0661

Property : 240 Woodlands Road, Cheetham Hill,
Manchester M8 0QJ.

Tenant : James Ezomon

Landlord : Sajjad Haider

Type of Application : s13 Housing Act 1988

Tribunal Members : Judge J White
Valuer A Hossain MRICS

Date of Decision : 1 April 2025

REASONS

The Decision

The Tribunal determined, in accordance with section 14 of the Housing Act 1988, that the open market rent for the Property is £910 per month, effective from 26 July 2024.

The Background

1. On 26 March 2019 James Ezomon (the Tenant) entered into a fixed term Assured Shorthold tenancy agreement with the landlord Sajjad Haider (the Landlord) , for 240 Woodlands Road, Cheetham Hill, Manchester M8 0GB. (the Property).
2. On 18 June 2024, the Landlord sent a Notice proposing a rent increase from £950 to £1400 starting 26 July 2024. No additional services are provided.
3. On 17 July 2024, the tribunal received an application under section 14 of the Housing Act 1988 ("the Act").

4. Following notification to the parties, the Tribunal inspected the Property on 1 April 2025. On the same day there was an in-person hearing. The Tenant attended the inspection and hearing.

Property and Inspection

5. The Property is a terraced house circa 1930s/40s. The Ground Floor contains a living room and kitchen. The first floor contains three bedrooms, one of which is a box room and a bathroom. The bathroom is partly floating over an enclosed ginnel. The Property benefits from UPV doors and windows and has full central heating. There is a small back garden. At the front is a steep incline path and a small front sloped area.
6. On 24/12/2024 an Improvement Notice was served on the Landlord by Manchester City Council. Many of the defects identified still exist or have been inexpertly repaired. In summary they include:
 - a. Living room: cracked and blown double glazing, defective plasterwork to walls, very poor decoration standard, signs of dampness and defective brickwork externally.
 - b. Kitchen: signs of leakage from bathroom through kitchen ceiling, mould growth, signs of dampness with associated defects to external wall pointing, inexpertly fitted extractor fan, kitchen in need of replacement due to age.
 - c. Rear bedroom: radiator not working and signs of condensation. Newly fitted carpets and decorated by tenant.
 - d. Front bedroom: radiators not working effectively and signs of condensation. Newly fitted carpets and decorated by tenant.
 - e. Bathroom: signs of repaired leak from bath, recently replaced wall tiles. No shower. Basic white units. There had been a hole in the floor onto the ginnel below. Now new vinyl flooring and ginnel has been boarded over with wooden board.
 - f. Externally to front elevation leaking gutters and in poor state of repair. Signs of recent vents.
7. The Property was let furnished with white goods included.
8. The area of Cheetham Hill is not an affluent neighborhood. It is near good transport links and local shopping.

The Law

9. The Tribunal must first determine that the Landlord's notice under section. 13(2) of the Housing Act 1988 (the 1988 Act) satisfied the requirements of that section and was validly served.
10. Section 14 requires the Tribunal to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.

11. In so doing the Tribunal is required by section 14(1), to ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.
12. Section 14(4) provides that for the purposes of section 14 "rent" includes amongst other things any sums payable to the landlord by the tenant in respect of council tax.
13. Section 14(4) provides that for the purposes of section 14 "rent" does not include a "service charge" within the meaning of section 18 Landlord and Tenant Act 1985 (i.e. where in accordance with the terms of the tenancy or other agreement a service charge payable by the tenant is variable from time to time according to changes in the relevant costs). However, it does include a "fixed" service charge.
14. Section 14 (6) provides that *"...unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ...shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct."*

The Tenants Case

15. The tenant has provided detailed written and oral submissions on the condition of the property, including the history of disrepair, and some supporting document including photographs and the improvement notice.
16. At the hearing the tenant stated that some works were carried out by the Landlord after the improvement Notice was served. This included attempts to resolve some of the damp issues. He also pointed to a history of disrepair.
17. In terms of comparators he stated that his neighbour at 242 Woodlands Road is paying £950 from around January 2025 and there is no obvious disrepair and generally in good condition. Another neighbour is paying £1000, and was recently increased after repairs were carried out. His view is the rent should be £900-£1000, taking into account these comparators and a house for rent for £1300 a few doors away.

The Landlords Case

18. The landlord provided a number of comparables from Rightmove of rents between £1350 and £1850 per month. They also provided two letting agents quotes. The first said the rent achievable would be £1500. The second said £1350. Neither inspected the property internally, if at all.

Tribunals Deliberations

19. The Validity of the Notice was not in dispute.

20. The Tribunal had to assess the rent in accordance with Section 14 of the 1988 Act, being the rent at which the Tribunal considered that the subject property might reasonably be let on the open market by a willing landlord under an assured tenancy. In doing so it must comply with section 14 (1) of the 1988 Act as referred to above.
21. The Tenants' submissions relating to the current condition are reflected above and, in their submission. They are in accordance with our inspection and the Improvement Notice. We accept their evidence on tenant's improvements made (new carpets and decoration), historic neglect and recent repairs.
22. There is a direct comparator of a property to rent for £1300 on the same road. This had been reduced from £1390. At the hearing the Tenant did not know the condition of this property but from the rental pictures appeared in good repair with basic relatively new fittings.
23. The landlord's comparators are from a wide area and do not include full details. The agent's views did not appear to include an in-person inspection. The best comparator is the property to let a few doors away as it's a similar size, age and type. We have consequently taken a starting point of £1300 if it were let on the open market in the condition expected for the location and type of property. Though it is not an affluent area, the market is still rising and relatively competitive, though not as high as nearby locations.
24. We have then made the following 25% deductions:
 - a. 10% disrepair-damp and blown windows.
 - b. 10% improvements required: plaster, new kitchen, no shower.
 - c. 5% for condition at date of rent increase. This was before the work undertaken in January 2025 as a result of the improvement notice. It included the hole in the bathroom floor.
 - d. 5% very poor quality work and decoration.
25. This totals a deduction of £390.
26. The open market rent is then £910 per month. We do not consider that, in today's market, an open market rent would be less than that, taking account of the nature of the surrounding area, the condition of the Property, size and type.
27. This rent of £910 per month will take effect from 26 July 2024, being the date specified in the Notice.

Judge J White

27 May 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).