

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

Housing Act 1988 Section 14

Address of Premises

160 Ladywell Point, Pilgrims Way,
Eccles New Road, Salford, M50 1AW

The Tribunal members were

Ms J White
Mr J Gallagher

Landlord

Agent Belvoir Homes

Address

61 Great Ancoats street M4 5AB

Tenant

Dr Nader Parvizi

1. The rent is:£

925

Per

Calendar
Month

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

2. The date the decision takes effect is:

29/7/2024

3. The amount included for services is
not applicable

N/A

Per

N/A

4. Date assured tenancy commenced

29/7/2012

5. Length of the term or rental period

Monthly

6. Allocation of liability for repairs

As per s11 LTA 1985

7. Furniture provided by landlord or superior landlord

Furnished, and white goods provided

8. Description of premises

2 bed, 2 bath purpose built flat on 4th floor, carpark

Chairman

J White

Date of
Decision

4/3/2025



FIRST - TIER
TRIBUNAL
PROPERTY
CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/00BR/MNR/2024/0679

Property : 160 Ladywell Point, Pilgrims Way, Eccles
New Road, Salford, M50 1AW

Tenant : Dr Nader Parvizi

Landlord : Mr Cliff Silver

Type of Application : s13 Housing Act 1988

Tribunal Members : Judge J White
Valuer J Gallagher MRICS

Date of Decision : 4 March 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 £925 per month, effective from 29 July 2024.

The Background

1. On 29 July 2012 Dr Nader Parvizi (the Tenant) entered into a fixed term Assured Shorthold tenancy agreement with Mr Cliff Silver (the Landlord), of 160 Ladywell Point, Pilgrims Way, Eccles New Road, Salford, M50 1AW (the Property).
2. On 20 June 2024, the Landlord sent a Notice proposing a rent increase from £675 to £1100 starting 29 July 2024. No additional services are provided.
3. On 22 July 2024, the tribunal received an application under section 14 of the Housing Act 1988 ("the Act").

4. Following notification to the parties, the Tenant notified the tribunal service that he was not well enough to allow access to the Property for an inspection and was not able to attend the video hearing. He had made a number of written submissions. The Tribunal consequently did a desktop and external inspection on 3 March 2023. On the same day there was a video hearing. The landlord agent Belvoir Homes attended the hearing.
5. The Tribunal determined that we were able to make a fair decision without an inspection and without the Tenant attending a hearing. This is because he had made written submissions and was unlikely to allow an inspection or be able to attend a hearing in the future. There was sufficient evidence of comparable properties in the same and adjacent blocks to the Property and a recent internal inspection report.

The Property

6. The Property is in a modern purpose-built block of flats over 5 floors comprising mainly 2 bedroomed flats (or apartments). It is in a development with similar blocks of flats. The Property has 2 bedrooms and 2 bathrooms. Based on sales and letting evidence and photographs of the Property it has an open-plan lounge/dining and kitchen area with one en-suite double bedroom, a further double bedroom and a separate bathroom. There is also parking provided as part of the letting.
7. The Property is by a small retail park and dual carriage way on the outskirts of Salford on the way into the city. It has good metro links into Media City and Manchester City Centre.

The Law

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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

14. The Tenant has provided detailed written submissions and evidence. He states that he has done all repairs and renewals himself, and nothing has been done by the Landlord in 12 years.
15. He says the highest rent in the block is £925 per month as it is not close to media city and borders Salford/Eccles more deprived areas.
16. In his application he says the Property is furnished but nothing has been replaced when worn out-including fridge/freezer as per a number of WhatsApp messages. It is in affect unfurnished so should be 15-21% less than other rents.
17. His Landlord has agreed an increase to £700 in Sept 2023. The attached WhatsApp messages with his landlords states that he agrees £675 from 29/7/2023, £700 from 29/12/2023 and from 29/7/2024 not less than 5% increase.
18. He has provided an email with the tenant of 159 who says her landlord has accepted £950 rent from 4/7/2024. Her apartment is larger 850 sq. foot and furnished. His is 650 sq. feet and unfurnished.
19. The tenants of 177,152 and 227, all pay £825 and 146 pays £850. He has provided the tenancy agreement for 177 and this is dated 3/11/23. The tenant of 152 will be paying £925 from April 2024. An email from the tenant of 227 shows an increase from April 2024 to £925, though the landlord says it would be £1000 on the open market.
20. He has provided an email from Robert Parsons director of an estate agents dated 19/7/24 where he says an unfurnished apartment would be £925-50 per month though the consensus for a furnished apartment is £1000-1100. Most current furnished apartments are £950 to £995 but new furnished properties are fetching £1100.

The Landlords Case

21. The Landlord's agent, Belvoir Homes, provided written and oral submissions. A Director, senior property manager and property manager attended the hearing.
22. They inspected on 24/1/2024 and have provided the inspection report with photos. They show only slight wear and tear of flooring in the bathroom and carpets. The number of tenant's possessions made it difficult to do a

thorough inspection.

23. They have provided comparables from Rightmove: £1200 (1), £1500 (4) £1130 (1) £1100 (7) – (All Pilgrims Way and most at Ladywell Point). Some let within a week -all 2 bed and 2 bath.
24. The Tenant rented the Property through the same agents, and it was let as a furnished property.
25. The recent increase from £675 to £1,100 reflects a necessary adjustment to bring the property's rental value in line with the current market rate as it has only been increased by£125 over a 10-year period. The Tenant has not paid any rent since 26 June2024 and is currently in arrears of £6,600.00.
26. Before informing tenants of their rent increase, several checks are carried out within the office to ensure the new rent aligns fairly with the current market rates. They utilise online back-office letting agent tools, such as Rightmove Plus and Zoopla Pro, to review comparable properties within the vicinity. If an identical property within the same building is not available for comparison, they select similar properties in the area. They analyse rentals that have taken place within the last three months, as well as properties currently on the market.
27. The market does change from month to month and with every season. They find the rents are buoyant in the summer months in comparison to the winter months and reference a graph, which provides a clear comparison of rental prices of 2-bedroom properties for the year 2024 within a ¼-mile radius of postcode M50 1AU, the location of 160 Ladywell Point.
28. As of June 2024, rents in the area have increased significantly, with prices for 2-bedroom, 2-bathroom properties with parking reaching nearly £1,200 per calendar month.
29. From the data the Tenant has provided, it appears he may have selectively omitted higher rental figures and included only those reflecting lower rents. The email from Robert Parsons clearly states the following: "The consensus of 2 bedroom furnished in Ladywell now are going to be between £1,000 and £1,100.
30. However, this statement does not specify whether parking is included, whereas 160 Ladywell Point does include parking. The current rents of £950 to £995 referenced in his report are likely to have increased to £1,100 at the time of their annual rent reviews, reflecting the current market rate.
31. They have included a record of maintenance work carried out by the landlord at the Property:
 - 29/05/13: Fixed ceiling cracks and painted over damage.
 - 05/09/13: Re-fixed toilet seat.
 - 30/09/14: Replaced batteries in smoke alarm.
 - 12/12/14: Supplied and fitted new cooker hood and door closure.

- 20/08/15: Supplied and fitted new bedroom window handle.
 - 08/07/16: Supplied new fridge freezer.
 - 2016: Credit provided to tenant towards the purchase of a sofa.
 - 21/09/17: Repaired toilet leak.
 - 09/04/18: Boiler repaired.
 - 03/01/19: Repaired leak behind toilet.
 - 05/08/19: Replaced full toilet flush system.
 - 02/12/19: Repaired leak.
 - 06/12/19: Replaced door closer.
 - 24/08/21: Repaired faulty window.
 - 01/12/21: Supplied and fitted new main bedroom light switch.
 - 11/10/24: Isolated water supply and removed wall-mounted bar mixer shower. Refitted using new rubber washers and tested.
32. They acknowledge that over time, some items of furniture may have reached the end of their lifespan. However, as evidenced by the maintenance log from 2016, credit was provided to the Tenant towards the purchase of a new sofa. Should an item in the property stop functioning as it should, it is the tenant's responsibility to report the issue.

Tribunals Deliberations

33. The Validity of the Notice was not in dispute.
34. 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.
35. We note that the Tenant and Landlord made submissions relating to disputes between the parties that were not relevant to the current market value. For example, historic rent increases and agreements with the Landlord.
36. The Tenants' submissions relating to the Property being in effect unfurnished as furniture and carpets have not been replaced is reflected in our valuation below.
37. We note that the Tenant submissions relating to his undertaking repairs do not relate to improvements and are contradicted by the list of repairs undertaken by the landlord. We accept these repairs have been undertaken as this list is specific.
38. The Tenants' submissions relating to the current condition are of a general nature and we are more persuaded by the landlord's agents' inspection as these were supported by photographs. They accepted that floor coverings required attention and *"From our previous inspections at the property, we understand that the property is maintained in a reasonable condition appropriate to the length of the tenancy with some amount of wear and tear present, as expected."*
39. The Tenant has provided comparables. However, these relate to agreements

reached with existing tenants, as opposed to open market rents. The landlords may have agreed a lower than market rent with tenants who were not in rent arrears due to the advantage of regular rent payments and the costs associated with the ending a tenancy and reletting. He says his landlord had agreed a rent of £700. However, the messages say that they would agree to £700 the year before putting up the rent by at least 5% in 2024. He has also provided an email from Parsons' estate agent, and we have considered this in our valuation and accepted the value is between £1000-1,100. This valuation appears to be before adjustments for wear and tear as it does not make reference to an inspection of the Property and in line with our knowledge of open market rents.

40. This accords with the landlord agent's valuation in written submissions and their valuations at the hearing from Rightmove. This showed Ladywell apartments advertised in February 2025 that included a:
 - a. 2 bed, and 2 bath with parking space for rent at £1,100,
 - b. , 2 bed and 1 bath with parking space for rent at, £1,000,
 - c. 2 bed 1 bath to rent at £995.
41. . They provided a graph to show that open market rent levels were higher in the summer of 2024. We accept their evidence that though there were a number of properties to rent in Ladywell and the adjoining development, they usually obtained their listed rent, due to the current buoyant market.
42. The agent could not provide any clarity as to the size of the Property, only the comparables listed above and photographs showing an almost identical layout.
43. The tribunal finds that the open market rent for the Property, a 2-bedroom, 2-bathroom property with parking is £1075 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. We then deducted £75 for wear and tear of furniture and carpets and £75 for other accumulated minor repairs and updating required after a long letting period.
44. This rent of £925 per month will take effect from 29 July 2024, being the effective date of increase in the notice.

Judge J White

19/05/2025

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, further application for permission may be made to the Upper Tribunal (Lands Chamber).