



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

Case reference : **BIR/00CN/MNR/2018/0048**

Property : **5 St. Margaret's Road
Ward End
Birmingham
West Midlands
B8 2BA**

Applicant : **Kathleen Cash**

Representative : **Rebecca Weaver and Sandra Sookdeo
Barnardo's Family Support Service**

Respondent's : **Dr N Suleman**

Representative : **None**

Type of application : **Application under Section 13(4) of the
Housing Act 1988 referring a notice
proposing a new rent under an Assured
Periodic Tenancy to the Tribunal**

Tribunal members : **Mr G S Freckelton FRICS
Mr D Douglas**

**Venue and Date of
Determination** : **18th October 2018 at the Tribunal Office,
Birmingham**

**Date of Detailed
Reasons** : **12th November 2018**

DETAILED REASONS

BACKGROUND

1. On 15th August 2018, the Applicant (tenant of the above property) referred to the Tribunal, a notice of increase of rent served by the Respondent (landlord of the above property) under section 13 of the Housing Act 1988.
2. The Respondent's notice, which proposed a rent of £624.00 per month with effect from 23rd August 2018, is dated 5th July 2018.
3. The date the tenancy commenced is stated on the Application Form as being on 23rd December 2015 and is an Assured Tenancy. The current rent is stated in the Respondent's notice as being £550.00 per month.
4. The Tribunal issued its Decision following the inspection and hearing on 18th October 2018. The Respondent subsequently requested written reasons and these detailed reasons are provided in response to that request.

INSPECTION

5. The Tribunal inspected the property on Thursday 18th October 2018 in the presence of the Applicant and the Applicant's Representatives. The Respondent did not attend the inspection.
6. The property comprises of a small end terraced house situated in an established urban area.
7. Briefly the accommodation comprises front living room and rear dining/kitchen with rear porch off. The kitchen is fitted with basic base and wall cupboards incorporating an inset stainless steel sink unit.
8. On the first floor there is a small landing which leads to one double bedroom, one single bedroom and bathroom. The bathroom is fitted with a panelled bath, separate shower cubicle, wash hand basin and low flush W.C.
9. The house has gas fired central heating provided by the wall mounted boiler in the kitchen.
10. To the front of the property is a garden with vehicle parking space and to the rear a private garden. There is no garage or garage space.
11. The property was found to be in generally poor condition throughout and in particular the Applicant pointed out several items which were noted by the Tribunal:
 - I. There was no banister rail.
 - II. There was no window furniture to the left side opening window in bedroom 1.
 - III. There was evidence of the radiator leaking in bedroom 2. This has necessitated the electrics having to be moved.
 - IV. The loft hatch in bedroom 2 required attention.
 - V. The light switch in bedroom 2 was broken.
 - VI. The light ceiling rose in bedroom 2 was broken.
 - VII. The shower had leaked into the kitchen below and there was damp to the staircase wall behind the shower cubicle.

- VIII. The light over the stairs does not work (the Applicant informed the Tribunal that the bulb kept blowing).
- IX. Foam had been put around the rear porch/house area to help prevent the ingress of rats.
- X. There was a glass window at the bottom of the stairs which was not safety glass.
- XI. There was evidence of leaking above the lounge window.
- XII. There was evidence of temporary repairs to the front door and frame.
- XIII. There had been leaking from the roof above the lounge. The Tribunal noted what could only be described as a temporary repair in this area externally.
- XIV. The floor to the lounge and kitchen was uneven.
- XV. The pipework below the boiler in the kitchen was untidy and had not been boxed in meaning that hot pipework was not shielded.
- XVI. The light rose to the dining area ceiling light was hanging off.

EVIDENCE

- 12. The Tribunal received written representations from both parties which were copied to the other party.
- 13. A hearing was arranged at the Tribunal Office which was attended by the Applicant's Representatives and the Respondent.

THE HEARING

- 14. On behalf of the Applicant Miss Weaver submitted:
 - 1) That the Applicant was of the opinion that there was no justification for any increase in rental as the Applicant had made cosmetic improvements to the property since March.
 - 2) That there were exposed electrics and when the gas hob was used it left a burn mark on the wall.
 - 3) That there were issues of safety such as the lack of a stair rail and lack of safety glass at the bottom of the stairs.
 - 4) That the delays in works being undertaken were not all the Applicant's responsibility.
 - 5) That the shower leaked into the kitchen.
- 15. The Applicant further submitted that some repair works were carried out during the evening prior to the Tribunal's inspection after a considerable delay. It was also confirmed that the property was occupied by the Applicant and her son although many family members also visited.
- 16. It was further submitted that the Applicant felt unsafe in the area and that there had been issues with the security of the door locks.
- 17. The Tribunal asked if the Applicant had any comparable evidence regarding rents in the area and although no evidence was submitted it was confirmed that the Applicant was of the opinion that there was no justification for an increase in rental.
- 18. The Respondent submitted:
 - 1) That at the commencement of the tenancy the rent was agreed at £625.00 per calendar month. This subsequently reduced to £550.00 per calendar month so had remained at this level for some 3 years.

- 2) That £495.00 was paid by the Local Authority with the remainder being the responsibility of the Applicant. As only one payment had been made by the Applicant there were considerable arrears.
- 3) That he has been informed by the Local Authority that rents in this area for properties of this type were in the region of £625.00 - £650.00 per calendar month.
- 4) That as the rent was fixed some three years ago he was only proposing a rental increase to the original rental agreed.
- 5) That it was the Applicant's responsibility to look after the garden. The Alleyway at the side of the property was not part of the garden although the Respondent had offered to pay towards getting it cleared.
- 6) That repairs required should be referred to the Respondent in the first instance.
- 7) That the Applicant had breached the Tenancy Agreement in that she had kept a dog at the property and had carried out alterations which resulted in a gas pipe being broken.
- 8) That the property was let unfurnished so it was not the Respondent's responsibility if the Applicant chose to purchase a large refrigerator which resulted in the gas cooker being moved to an unsafe position in the kitchen.
- 9) That the property had suitable locks when it was let and the Applicant was unable to provide Police Incident Numbers for the alleged attempted break-ins.

THE LAW

19. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded 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.
20. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

THE TRIBUNAL'S DECISION

21. The Tribunal noted that the property was in poor general condition throughout and that although it was not well occupied, there were numerous areas of repair which were required.
22. In coming to its decision, the Tribunal had regard to the members' own general knowledge of market rent levels in the area of Birmingham.
23. The Tribunal concluded that if it was in good condition as is expected for a modern Assured Shorthold Tenancy an appropriate market rent for the property would be £680.00 per calendar month.
24. However, the property was not in the condition that would be expected for an Assured Shorthold Tenancy in the current market and The Tribunal therefore determined that the following deductions were appropriate:

No Double Glazing	40.00
No White Goods	20.00
Leaking Radiator	5.00
Repairs to electrics	15.00
Leaking Shower	10.00
Uneven Floors	5.00
Lack of banister rail	8.00
<u>Missing Window Furniture</u>	<u>2.00</u>
Total	£105.00

25. This leaves a Market Rent of £575.00 per calendar month.

26. The Tribunal therefore determined a Market Rent of £575.00 per calendar month.

27. This rent will take effect from 23rd August 2018, being the date of the Respondent's Notice.

APPEAL

28. Any appeal against this Decision can only be made on a point of law and must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this Decision, (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

G S Freckelton FRICS
Chairman
First-tier Tribunal Property Chamber (Residential Property)