



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

**Case reference** : **BIR/41UC/MNR/2020/0067**

**Property** : **Room 1  
124 Heath Road  
Burton - on - Trent  
DE15 9LF**

**Applicant** : **Mr Maciej Mlodowicz**

**Representative** : **None**

**Respondent** : **Ms L Plaza**

**Representative** : **Gothard Rowe Landlord Services**

**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** : **G S Freckelton FRICS (Chairman)  
Mrs K Bentley**

**Venue and Date of  
Determination** : **The matter was dealt with by a telephone  
hearing on 9<sup>th</sup> February 2021**

**Date Reasons Issued** : **16<sup>th</sup> February 2021**

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**DETAILED REASONS**

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## **BACKGROUND**

1. On 14<sup>th</sup> December 2020, 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 £559.00 per calendar month with effect from 21<sup>st</sup> December 2020, is dated 6<sup>th</sup> November 2020.
3. The date the tenancy commenced is stated on the Application Form as being on 21<sup>st</sup> March 2020 and is an Assured Shorthold Tenancy. The current rent is stated in the Respondent's notice as being £386.00 per calendar month. The rent was set at this figure at the commencement of the tenancy.
4. The Tribunal issued its Decision following the telephone hearing on 9<sup>th</sup> February 2021. The Respondent subsequently requested written reasons and these detailed reasons are provided in response to that request.

## **INSPECTION**

5. Due to the COVID-19 pandemic and to comply with the revised Tribunal Regulations the Tribunal was unable to carry out an inspection of the property. During the telephone hearing the Tribunal informed the parties that it would carry out an external 'drive-by' inspection if the Tribunal considered it necessary. The Tribunal subsequently considered that it had enough information to proceed with the determination without such an inspection.

## **ACCOMMODATION**

6. Based on the information provided by the parties in their submissions and confirmed to the Tribunal during the hearing the Tribunal understands that the property comprises of a semi-detached house with four letting bedrooms and a small storage room. The Applicant has a tenancy of Room 1. In addition to this there is a shared kitchen, first floor shower room with walk in shower and a ground floor cloakroom. Externally there is a garden.
7. The Tribunal was informed by the parties that the house has gas-fired central heating and is double glazed.
8. During the hearing the Tribunal was informed that the rental includes gas, water and electricity charges together with Council Tax and broadband. There is supposed to be a cleaner to clean common parts but since the start of the Pandemic all cleaning has been left to the tenants.
9. The Tribunal understands from the parties that the room includes a bed, wardrobe, food storage cupboard, refrigerator, chest of drawers, mirror, chair and fitted sink with vanity cupboard under.

## **EVIDENCE**

10. The Tribunal received written representations from both parties which were copied to the other party. In their written submissions and at the hearing the parties submitted:

The Applicant submitted:

- 1) That in his opinion an increase of some 45% over the period March 2020 – December 2020 was excessive.
- 2) That he had been informed verbally by the Local Authority that it was illegal for the landlord to increase the rent by more than 5-10% due to the Pandemic.
- 3) That he had used the spare room for drying clothes as it was unused.
- 4) That in his opinion the rental value of a double room in the area was between £380.00-£420.00 per calendar month. There was evidence of rooms being offered at higher rentals but these were in better condition.
- 5) That there are cracks to the ceiling of his room.
- 6) That he had not used the electric tumble dryer as it had to be paid for in addition to the rent.
- 7) That he had mould around the window frame to his bedroom.
- 8) That the garden was untidy and the fence damaged.
- 9) That workmen had entered the property without the knowledge of the Applicant or other tenants.

The Respondent submitted:

- 1) That it was agreed that the common parts had not been regularly cleaned since the start of the Pandemic although it was only to be a light cleaning of the hall and landing. The tenants were responsible for cleaning of their own rooms.
- 2) That the cost of providing, gas, electricity, water, broadband and Council Tax was approximately £335.51 per calendar month which equated to £83.87 per room per month. In view of the high level of the bills, the rent was too low.
- 3) That the rents had generally been kept at a low level for some time and needed to increase.
- 4) That as far as the Respondent was aware there were no regulations on the level of increases that could be charged.
- 5) That the Applicant had been using Room 2 for storage and drying of clothes without permission.
- 6) That the Applicant had not informed the Respondent of the crack to his bedroom ceiling or mould to the window frame. However, in the opinion of the Respondent the mould was due to the weather and due to the fact that the room was not adequately ventilated. At the same time the Applicant did not use the tumble dryer provided but dried clothes over the radiator.
- 7) That the garden was mainly slabbed with a small grass area which was mown during the summer months. The Respondent was dealing with the broken fence now she had been made aware of it.

11. Comparables of the letting prices of numerous properties were provided to the Tribunal by the Respondent. These ranged from £425.00 - £563.00 per calendar month including bills.

## **THE LAW**

12. 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.

13. 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**

14. The Tribunal notes that the Respondent considers the property to be in generally 'excellent' condition. The Applicant considers it to be in 'normal' condition. From the photographs provided the Tribunal determines that it is in adequate condition but cannot be described as 'excellent'.
15. The Tribunal disagrees with the Applicant and agrees with the Respondent that there are no regulations limiting the amount of any increase which a landlord can request as a result of the Pandemic.
16. The Tribunal considered the comparables provided by the Respondent and noted that the majority of these are furnished and for double rooms. However, having seen the photographs and heard the evidence of the parties the Tribunal concluded that they would expect these to be in better condition than the subject property.
17. The Tribunal accepts that the bills paid by the Respondent might be considered to be slightly on the high side but the fact that Room 2 remained unoccupied is not the Applicant's fault and it is unreasonable for the Respondent to seek to increase the rents of those tenants who reside in the property to reflect the fact that costs are higher than they would be if shared between four tenants rather than three.
18. In coming to its decision, the Tribunal had regard to the members' own general knowledge of market rent levels in the area of Burton-on-Trent.
19. The Tribunal therefore concluded that an appropriate market rent for the property would be £420.00 per calendar month.
20. The Tribunal therefore determined that the rent at which the property might reasonably be expected to be let on the open market would be £420.00 per calendar month. This figure includes gas, electricity, water, broadband and Council Tax as specified in the Tenancy Agreement.
21. This rent will take effect from 21<sup>st</sup> December 2020, being the date of the Respondent's notice.

### **APPEAL**

22. 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)