



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

Case Reference : **BIR/00CU/MNR/2021/0009**

**HMCTS (paper, video : A: BTMMREMOTE
audio)**

Property : **Flat 12 Laurel Court 63 South Street Walsall
WS1 4HD**

Landlord : **Accord Housing**

Tenant : **Ross Cooper**

Type of Application : **An Application for a Determination under
Section 14 of the Housing Act 1988**

Tribunal Members : **V Ward BSc Hons FRICS
Mrs K Bentley**

Date of Hearing : **20 April 2021**

Date of Decision : **20 April 2021**

Date of Statement of Reasons : **13 May 2021**

STATEMENT OF REASONS

BACKGROUND

1. By way of a notice dated 23 February 2021, the Landlord sought to increase the rental in respect of 12 Laurel Court, 63 South Street, Walsall WS1 4HD to £85.61 per week (including service charges of £7.93 per week) under section 13 of the Housing Act 1988 (“the Act”) with effect from 5 April 2021.
2. The tenancy commenced on 1 March 2015 and the rent payable at the time of the notice was £83.12 per week (including service charges of £6.59 per week).
3. By an application dated 5 March 2021, the Tenant referred the Notice of increase of rent served by the Landlord to the Tribunal.
4. Due to the Covid-19 Public Health Emergency (PHE), the parties were informed that an inspection of the Property would not be carried out. The parties were advised that they could if they wished, make additional submissions including photographs.
5. Subsequently to the above, the Tenant requested an oral hearing which was held by telephone on 20 April 2021. The Tenant participated in the same whilst the Landlord chose not to.
6. The rent determined by the Tribunal for the purposes of Section 14 was £84.62 per week (including service charges of £7.93 per week) with effect from 5 April 2021.
7. On 26 April 2021, the Landlord subsequently requested reasons for the Tribunal’s decision.

THE PROPERTY

8. From the information provided, and available, to the Tribunal, the Property comprises a first floor flat in a modern block with off road car parking. The accommodation is as follows:

Living room, kitchen, bedroom and bathroom.

The property benefits from central heating and double glazing

The Tenant confirmed during the hearing that they had provided the carpets and curtains and also white goods within the Property.

Submissions of the Parties

9. The submissions of the parties both in writing and during the telephone hearing can be summarised as follows.
10. The Tenant stated that he understood that the service charge was to cover the costs of the maintenance of the communal areas of the block. However, he said that the communal areas were not well maintained, the carpets were in poor condition, there were issues with the door entry system, and when faults were reported to the Landlord, they were slow to address the required repairs. In addition, there were anti-social behaviour problems at the development some of which were drug related.
11. The Landlord provided a copy of the service charge breakdown for the period 1 October 2019 to 30 September 2020. This showed the charge was for the maintenance of the communal areas of the development including the following items, amongst others:
 - Gardening/Ground maintenance
 - Communal Cleaning
 - Window cleaning
 - Door entry equipment
 - Fire safety installation
 - Rubbish removal
 - TV equipment.
12. Neither party provided details of comparable rental evidence.

THE LAW

13. In accordance with the terms of section 14 of the Housing Act 1988 the Tribunal must determine the rent at which it considers that the subject property might reasonably be expected to let on the open market by a willing landlord under an assured tenancy.
14. In so doing the Tribunal, as required by section 14(1), must ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of the Act.
15. Included within the rental the Tenant pays for the Property are *fixed* service charges. The Tenant has no authority to adjust fixed service charges and they must be considered as part of the rental i.e. what would a prospective tenant pay in total for a property including the fixed service charge.

VALUATION

16. The Tribunal had regard to the evidence and submissions of the parties, the relevant law and their own knowledge and experience as an expert Tribunal but not any special or secret knowledge.
17. The Tribunal's determination considers what rent the landlord could reasonably be expected to obtain for the Property if it were let today in a condition usual for such lettings. It did this by using its own general knowledge of the market rent levels in the Walsall area. Taking all factors into account, the Tribunal concluded that the likely market rental would be £126.92 per week (£550.00 per calendar month). However, as the Property is not in the same condition as properties offered in the general market, the Tribunal makes a deduction of £11.54 per week.
18. The Tribunal also noted the issues relating to the maintenance of the communal areas of the block and the anti-social behaviour experienced, raised by the Tenant. As these would undoubtedly affect the market rental a prospective tenant would be prepared to pay, the Tribunal made a further deduction of £10.00 per week.
19. To reflect the Tenants fittings (i.e. carpets and curtains and white goods), general improvements and decorating liability, the Tribunal made a further deduction of £20.76 per week.
20. The rent determined by the Tribunal for the purposes of Section 14 was, therefore, £84.62 per week (including service charges of £7.93 per week).

Appeal

21. If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) **on any point of law arising from this Decision**. 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.

V WARD BSc (Hons) FRICS