

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

Housing Act 1988 Section 14

Address of Premises

Room 3
31b Alto
Sillavan Way
Salford
Manchester, M3 6GB

The Tribunal members were

Ms Jaqueline White
Ms Susan Diane Latham

Landlord

Anthony Waugh

Address

Cherry Picked Properties, 216 Outwood Road, Heald Green, Cheadle, Cheshire, SK8 3JL

Tenant

Sebastian Gollins

1. The rent is: £

767.50

Per

Calendar
Month

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

2. The date the decision takes effect is:

26 December 2020

*3. The amount included for services is

See Note
9

Per

*4. Service charges are variable and are not included – See Note 9

5. Date assured tenancy commenced

26 October 2017

6. Length of the term or rental period

Monthly

7. Allocation of liability for repairs

Section 11 of the Landlord and Tenant Act 1985

8. Furniture provided by landlord or superior landlord

Includes bed, chest of drawers and 2 side tables. Shared kitchen, chairs 2 sofas

9. Description of premises

One en-suite bedroom on the fifth floor in a 3 bedroomed shared house. Exclusive use of bedroom shared communal kitchen with dining and living area. 1 shared bathroom. No gardens.

Note *3 and 4: Rent is inclusive of fixed costs for utilities and electricity, heating and hot water, internet, council tax. The Tribunal has allowed electricity (£35), internet (£10), council tax (£70) water rates (£12.50) totalling £82.50. In accordance with S 14 (1) Housing Act 1988 and s18 of the Landlord and tenant Act 1985 market rent is assessed as £850 with the £82.50 assessed for water rates and council tax excluded providing a net amount of £767.50 (£767.50 + £82.50=£850 payable by tenant).

Note: The tenant claims that Clause 2.5 of the tenancy agreement is a rent renewal clause and so the Tribunal does not have jurisdiction. S 13 (1) (a) Housing Act 1988 confers jurisdiction at the Tenancy is now a statutory periodic tenancy. The Fixed terms having come to an end.

The Landlord claims that the tenancy has come to an end, having issued a "Notice to Vacate". It is unclear what this refers to. They require an order of possession and warrant of eviction or notice by the tenant to end the tenancy. The tenant denies that the tenancy has ended.

Chairman

**Ms Jaqueline
White**

Date of Decision

10 May 2021