

Southern Rent Assessment Panel **File Ref No.** CHI/24UJ/MNR/2006/0032

**Rent Assessment Committee: Reasons for decision.
Housing Act 1988**

Address of Premises

Hope Cottage
Bourne Road, Woodlands
Southampton
SO40 7GR

The Committee members were

Mr J H S Preston JP FRICS
Mr D L Edge FRICS
Mrs C Newman JP

1. Background

Mr J Gorman and Mrs D Gorman, the tenants of the above property, applied to the Committee under Section 13 (4) of the Housing Act 1988 referring a Notice proposing a new rent served by the landlord, Mrs P A Down through her solicitors Paris Smith Randall LLP.

The landlord's Notice, which proposed a new rent of £800.00 per month, with effect from 1 April 2006, is dated 26 February 2006. The landlord's Form No 4B stated that there were no charges additional to the rent.

The tenancy is a periodic tenancy, which commenced in 1994. The previous rent was £411.66 per month.

2. Inspection

The Committee inspected the property on 25 April 2006, in the presence of the tenants.

The property is a detached house, constructed in around 1900 of brick with asbestos slate roof and a flat roof extension to the rear. The house has the following accommodation: -

Ground Floor

Lobby; living room / dining room; kitchen; glazed enclosed rear porch

First Floor

Two bedrooms; bathroom/WC; box room

Gas-fired central heating is installed with radiators fitted throughout.

The house appears to be in satisfactory condition. Internal decorations by the tenant are to a high standard.

There is a good-sized garden with outhouses and carport, which are in poor condition.

The property is situated in a rural area off the A336 Ringwood Road.

All curtains, carpets and white goods are the property of the tenants.

The tenants have carried out the following improvements: -

- Replaced four original windows to the front elevation with modern double-glazed units.
- Fitted kitchen cupboard units sink and an oven and hob.
- Laid tiles to the kitchen and porch floors.
- *Fitted replacement taps in the bathroom.*

The landlord is responsible for maintenance and external decorations in accordance with the Landlord and Tenant Act 1985.

3. Evidence

The Committee was not provided with a copy of an Assured Tenancy Agreement. The tenants indicated that there was no written agreement and there was no evidence as to the term date.

The tenants submitted written representations in their letter dated 4 April 2006. They made particular reference to the following: -

- They replaced the four front windows with the landlord's knowledge and consent because three of them leaked badly.
- At the start of the tenancy there were no units in the kitchen other than a sink and no stove.
- The back porch was in a bad state of repair and leaked. The landlord had promised to replace it for four years. Following a break-in the porch collapsed. The landlord claimed on her insurance and later replaced the damaged parts, namely the glazed walls and roof.

The landlord made written representations in her letter of 29 March. She made the following comments: -

- The windows were replaced by the tenants to improve their comfort and not because they needed to be renewed.
- She carried out repairs as and when they were reported, including replacing the flat roof, repairing / replacing guttering and external woodwork and providing a new back porch. Recently she had paid for new windows to be fitted to the kitchen.
- The rent increase though large was a catching-up exercise.
- She submitted details of 2 Rose Cottages, Bartley Road as a comparable. This had been just let by Fells Gulliver for £795 per month. It is a semi-detached house with a smaller garden and no garage. The agents confirmed to the Committee that the property had been let at that figure.

Neither party requested a hearing at which oral representations could be made.

4. The Law

Section 14 of the Housing Act 1988 sets out the prescription for the Rent Assessment Committee to follow in determining the rent. They are to consider the rent at which the dwelling might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy, on similar terms and conditions to those in the agreement for the subject dwelling. They are to disregard: -

- Any effect on the rent attributable to the granting of a tenancy to a sitting tenant
- Any increase in value attributable to a relevant improvement carried out by the tenant
- *Any reduction in value attributable to a failure by the tenant to comply with any of the terms of the tenancy*

5. The Reasons and Decision

The Committee accepted the landlord's evidence and had regard also to their own knowledge of market rent levels in the area of Southampton. They concluded that the rent at which a similar two-bedroom house might reasonably be expected to be let on the open market would be £800.00 per month. This would be for a property in good letting condition with a modern bathroom and kitchen, central heating, some white goods and fitted carpets. They were not able to take into consideration the personal circumstances of the tenants.

To reflect the extent to which the subject property did not meet the criteria for market lettings, the Committee made deductions totalling £190.00 per month in respect of the following: -

- The tenant's carpets and white goods.
- The tenant's work and installations in the kitchen and bathroom.
- The tenants' replacement of four windows and the benefit of this to the landlord in terms of reduced maintenance and painting.

Accordingly they determined a net rent of **£610.00 per month** as the appropriate rent for the property under the Housing Act 1988.

This rent will take effect from **1 April 2006** being the date specified by the landlord in the notice of increase.

Signed  J H S Preston JP FRICS (Chairman)

Dated 25 April 2006