

Rent Assessment Committee: Summary reasons for decision.

Housing Act 1988

Address of Premises

13 Burrells House
West Coker
Yeovil
Somerset
BA22 9BZ

The Committee members were

Mr T D George (Chairman)
Mrs M Hodge BSc (Hons) MRICS
Mr A P Osborn

1. Background

On the 9th March 2004 the tenant of the above property referred to the Committee a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.

The landlord's notice, which proposed a rent of £67.04 per week with effect from 5th April 2004 is dated 3rd March 2004

The tenancy commenced on 3rd October 2001 for a term of one week and is from week to week. The tenancy is a periodic tenancy. The current rent is £62.21 per week.

2. Inspection

The Committee inspected the property on the 21st April 2004 and found it to be in fair condition.

The property comprises a combined living room and bedroom and its own bathroom (shower) and kitchen. There is an airing cupboard and a store cupboard.

The following services are provided for the tenant.

a) Service Charge – Cleaning of the communal areas, maintaining the garden and the grounds, maintaining the washrooms and machines, the door entry system and television ariels and energy costs.

b) Support Charges – Wardens services and community alarm system.

3. Evidence

The committee received written representations from the landlord and tenant and these were copied to the parties.

A hearing was held at the property on 21st April 200 at which oral representations were made by the tenant and the landlord.

4. The law

In accordance with the terms of section 14 Housing Act 1988 the Committee 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.

In so doing the Committee, 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.

In coming to its decision the Committee had regard to the evidence supplied by the parties and the members' own general knowledge of market rent levels in the area of Yeovil and concluded that an appropriate market rent for the property would be £67.04 per week inclusive of a service charge of £6.55 per week and a support charge of £12.73 per week. The committee were assisted by evidence of a potential letting in Yeovil and the letting of at least four bedsits in the same block as the subject bedsit.

5. The decision

The Committee therefore concluded that the rent at which the property might reasonably be expected to be let on the open market would be £67.04 per week inclusive of £6.55 in respect of services and £12.73 per week in respect of the support charge.

This rent will take effect from 5th April 2004 being the date specified by the landlord in the notice of increase.

It should be noted that the tenancy contains a variable service charge within the meaning of section 18 of the Landlord and Tenant Act 1985. It follows that in accordance with Housing Act 1988, section 14(4) the rent determined by the Committee for the purposes of this application is exclusive of that service charge which will therefore be recoverable in addition to the rent determined.

Chairman



Dated

25th April 2004

This document contains a summary of the reasons for the Rent Assessment Committee's decision. If either party requires extended reasons to be given, they will be provided following a request to the committee clerk which must be made within 21 days from the date of issue of this document.

Rent Assessment Committee: Full reasons for decision.

Housing Act 1988 Section 13 (4)

Address of Premises

13 Burrells House
West Coker
Yeovil
Somerset
BA22 8BZ

The Committee members were

Mr T George (Chairman)
Mrs M Hodge BSc (Hons) MRICS
Mr A P Osborn

Parties:

Landlord – South Somerset Homes
Tenants – Ms Susan Creese

1. Background

On the 9th March 2004 the tenant of the above property referred to the Committee a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988. That section permits a landlord to serve a notice to increase the rent under a tenancy to which the section applies. The subject tenancy is one to which this Section applies. The committee then has to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.

The landlord's notice, which proposed a rent of £67.04 per week of which £19.28 is in respect of service charges and support charge with effect from 5th April 2004 is dated the 3rd March 2004.

The tenancy commenced on the 3rd October 2001 for a term of one week and is from week to week. The Tenancy is a Periodic Tenancy. The current rent is £62.21 per week of which £16.97 is in respect of service charges and support charge.

2. Inspection

The Committee together with the Tenant inspected the Property on the 21st April 2004 and found it to be in fair condition.

The Property is one of a number of bedsits within the block and comprises a combined living room and bedroom and its own bathroom (shower) and kitchen. There is an airing cupboard off the living room and a store cupboard outside the front door with letter box (not lockable).

The carpets, curtains and blinds are provided by the Tenant. The curtain poles are to be left if the Tenant leaves the Property. The fridge/freezer belongs to the Tenant. The kitchen is adequately equipped but the fridge/freezer takes the space where a cooker would usually be situated.

There is a fenced off compound for the deposit of rubbish bags from the complex situated very close to the Property. The Property itself is overlooked by passers by. It was noted that the extractor fan in the bathroom was not working.

3. Evidence

The committee received written representations from the Landlord and Tenant and these were copied to the parties. The Tenant had requested an oral hearing. That hearing took place at the Property on the 21st April 2004. The Tenant was present, as was Sarah Davis for the Landlord.

The Tenant produced a good deal of correspondence about her various complaints, which were read out at the hearing by the Chairman. They had not been submitted in advance and copies had not been specifically sent to the Landlord. These did not deal with the open market value of the Property or its level of service charge or the support charge. They did deal with the Tenants medical condition and her various benefits. They also dealt with her not being allowed to use its kitchen in the complex. Also to the Tenant's view that the Property was unsuitable for her use and the inadequate

nature of the kitchen. The correspondence also showed the intention of the Landlords to obtain vacant possession of the Property.

In evidence the Tenant said that her unit was smaller than the other units in the complex. Offers had been made for her to move in to other premises but these had been refused by Ms Creese. The Tenant wanted to end up in St. Austell because that is where some of her son's relatives live. The Tenant is the carer for her son who has some mental problems. The Tenant said that when she moved into the Property it was said by the Landlords that she could put some plants in the area outside the property but the refuse bag area was erected instead. The Tenant added that there is considerable noise from the banging of the door to the refuse area. The Tenant confirmed that within the Service Charge the following services were provided - cleaning the communal areas, maintaining the gardens and grounds, the provision of the wash room, the door entry system and the television ariels. The Support Charges covered the wardens services and the care line. The Tenant said that she does not use the wardens service or care line and, therefore, considered that she should not pay the Support Charge. The Tenant produced correspondence showing that she would not allow the warden to have a key to the Property. That was needed by the warden for security and fire precautions reasons and for ensuring the welfare of the Tenant. Ms Creese said that she could not insure her contents if someone held a key.

Sarah Davis confirmed that there are fifteen bedsits in this particular block on the complex. She has been in four of them herself and they are identical to the Property. Sarah Davis has been with the landlord for about eighteen months. No complaints have been received by the Landlord from any other tenant in the block in which the Property is situate concerning the size and/or layout of the kitchens in their units. Sarah Davis confirmed that each tenant in the complex had received notice of increase of rent, Service Charge and Support Charges in the same sums as the notice for the Property. No notice of referral to the Rent Assessment Committee has been received from any of the tenants. Sarah Davis does not herself know how the rent, Service Charge and Support Charges are arrived at.

The Tenant did not produce any evidence of comparables to assist the Committee. In her application and correspondence the Tenant did not dispute the amount of payment of Service Charge, neither did she dispute the amount of the Support Charge but did

dispute the actual payment of it. Right at the end of the hearing the Tenant indicated that she was disputing the amount of the Service Charge but did not enlarge upon it.

The Landlord and Tenant entered in to the Tenancy Agreement of the Property on the third of October 2001. A copy of the Agreement was considered by the Committee. The Committee also considered the Landlord's comments on the Tenants referral notice and noted that energy costs were also included in the Service Charges.

4. The law

In accordance with the terms of section 14 Housing Act 1988 the Committee 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. Also to determine the reasonableness of the Service Charge and the Support Charge.

In so doing the Committee, 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.

In coming to its decision the Committee had regard to the evidence supplied by the parties and the members' own general knowledge of market rent levels in the area of Yeovil. The Committee was also assisted by evidence of a potential letting in Yeovil of a studio flat in a very poor area of the town, comprising similar accommodation. Also the lettings of at least four bedsits within the same block as the subject bedsit at the rent and Service Charge and Support Charge as set out in the notice if increase for the Property. The Committee concluded that an appropriate market rent for the Property would be £67.04 per week inclusive of a Service Charge of £6.55 per weeks and a Support Charge of £12.73 per week.

5. The decision

The Committee therefore concluded that the rent at which the Property might reasonably be expected to be let on the open market would be £67.04 per week

inclusive of £6.55 per week in respect of services and £12.73 per week in respect of the Support Charge.

This rent will take effect from the 5th April 2004 being the date specified by the Landlord in the notice of increase. There was no evidence of hardship on the part of the Tenant to justify any later date being specified.

It should be noted that the tenancy contains a variable service charge within the meaning of section 18 of the Landlord and Tenant Act 1985. It follows that in accordance with Housing Act 1988, section 14(4) the rent determined by the Committee for the purposes of this application is exclusive of that service charge which will therefore be recoverable in addition to the rent element determined in the manner indicated.

Chairman

TH Pearce

Dated

18 May 2004.