

**Rent Assessment Committee: Summary reasons for decision.**

**Housing Act 1988**

**Address of Premises**

First Floor Flat  
1 Devonshire Place  
Wellsway  
Bath BA2 4SW

**The Committee members were**

Mr A D McC Gregg (Chairman)  
Mr I R Perry, Bsc FRICS  
Dr D F Johnson

**1. Background**

On 7<sup>th</sup> July 2003 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 £450.00 per calendar month with effect from the 1<sup>st</sup> of September 2003 is dated the 1<sup>st</sup> July 2003.

The tenancy is a statutory periodic tenancy by succession which arose on the death of the former tenant. The rent payable is £432.00 per calendar month.

**2. Inspection**

The Committee inspected the property on the 17<sup>th</sup> October 2003 and found it to be in fair condition. In particular:-

There was a large patch on the kitchen ceiling, caused by incoming water. The tenant said that the water was no longer coming in and that after the next decoration the ceiling should be all right.

The flat had been rewired some 6 years ago but the new wiring had not been chased.  
The only landlord's fittings in the kitchen were a basic sink unit and small water heater (both aged).

The white goods in the kitchen belonged to the tenant.

There was no central heating.

The outside of the property needs painting.

The bathroom is very dated.

The hot water is supplied by a large electric Sadia.

The windows are in poor condition.

The tenant indicated that she had not carried out any improvements to the property.

### **3. Evidence**

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

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

No evidence was produced of any services provided by the landlord for the tenant and no service charge has been previously paid by the tenant to the landlord. The tenant cleans the stairs between the first floor flat and the ground floor.

With the response dated the 26<sup>th</sup> of August 2003 the landlord's agent said that the landlord was expecting to have the external walls and windows decorated and it was their understanding that this work would be carried out by the Management Company as the landlords are paying £75.00 per month into a sinking fund.

Save for the above no details of that service charge were provided by the landlord, neither was it clear whether the tenant receives any benefit from that payment which the landlord is making to the Management Company.

#### **4. The Law**

In accordance with the terms of section 14 of the Housing Act 1988 the Committee proceeded to determine a 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 doing so 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 landlord's agent. No evidence of comparable rents were supplied by the tenant.


The Committee had regard to the members' own general knowledge of the market rent levels in the Bath area. It concluded that if the subject flat had been in good condition it would have justified a rent of £550.00 per month; that by reason of the matters referred to in Paragraph 2 above such rent should be reduced by some 22% as a consequence the appropriate market rental for the property in its present condition would be (£550.00 minus £122.00 =) £432.00 per month.

#### **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 £432.00 per month.

This rent will take effect from the 1<sup>st</sup> September 2003 being the date specified by the landlord in the notice of increase.

The Committee assumed that the service charge of £75.00 per month referred to in Paragraph 3 above to be as a service charge under the Lease by which the landlord owns the property. The Committee fixed the rent on the basis that such payments will continue to be made by the landlord without contribution by the tenant.

Chairman  .....

Dated.....24.10.03.....

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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 the issue of this document.