

Rent Assessment Committee: Reasons for decision.

Housing Act 1988

Address of Premises

73 LANSDOWN ROAD
SWINDON
WILTSHIRE
SN1 3ND

The Committee members were

Mr G C M Young MA LLM
Mr P E Smith BSc FRICS IRRV
Mr C S Gale

1. Background

On 17 February 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 £750 per calendar month with effect from 1 March 2004, is dated 12 January 2004.

The tenancy is a periodic tenancy, which commenced in August 1990. The current rent is £675 per calendar month.

2. Inspection

The Committee inspected the property on 16 March 2004 and found it to be in fair condition. The tenant was present at the inspection.

The house is an end terrace house with 3 downstairs reception rooms a kitchen, a bathroom and upstairs there are three 3 bedrooms and a bathroom. There are 2 sheds, one being attached to a garage, which is the subject of a separate letting. There is a very small front garden. There is a small rear garden/yard.

3. Evidence

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

A hearing was held at 6 Drakes Meadow, Swindon on 16 March 2004 in the offices of Thring Townsend at which oral representations were made by the tenant. The landlord was not present or represented. The day before the hearing the landlord telephoned the Panel office and explained that his wife's health had deteriorated and he requested a postponement. That request was considered and rejected by the Panel. The landlord had already submitted a three page reply to the tenants notice and had not intimated there was any further evidence he wished to be considered.

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 Swindon and concluded that an appropriate market rent for the property would be £625 per calendar month.

At the inspection the tenant pointed out to the panel:-

- i) The fence which she had had erected to replace the one blown down in the wind. The remains of the old fence were in the garden.

- ii) Damage in the downstairs third room caused apparently by damp from the bathroom above.
- iii) The two sheds in poor condition.
- iv) The poor maintenance of the windows and in particular outside painting.
- v) Taps throughout which were in poor repair except one set replaced by the tenant.
- vi) A pane of glass in the bathroom window replaced by the tenant
- vii) And at the hearing produced the paid account for the annual statutory inspection of the boiler, which has been paid by the tenant.

At the hearing the tenant reminded the panel of the above matters and the panel found (using the same numbering):

- i) It was doubtful if the landlord's insurance policy would have paid for the fence panel as it would have been within the usual "excess" or indeed excluded.

While the tenant had not notified the landlord (as she should have done) the Panel accepted that the urgent need for maintaining privacy and security at the property and found as a fact that the landlord had not actually been to the property since before the last inspection in February 2003.

- ii) While it could not be certain if the water damage was continuing it was recalled by the Valuer member at the last inspection that the water damage was evident then and that clearly nothing had been done by the way of repair.
- iii),(iv),(v),(vi) & (vii) were self-evident and the Panel reminded itself of a landlords obligation to "keep in proper working order the installation in the dwelling house of the supply of water gas....for sanitation including basins.... Baths.... And for space heating and heating water"- the Landlord and Tenant Act 1985 Section 11.

The panel was given evidence identified as A to E being dated cuttings from the local paper, photographs and correspondence with local agents about properties said to be similar to the subject property. The panel accepted the tenant's several arguments that there was a substantial supply of properties to rent in this area of Swindon and the general level of rents appeared to be falling. While the tenant had not visited most of the houses, she had visited one at 56 The Mall, taken photographs and had made enquiries both in 2002 and March 2004, which the panel found to be compelling evidence; the panel

therefore accepted the thrust of the tenant's argument that rents generally had recently fallen and even at £675 (the present rent) the rent was in excess of what could reasonably be expected to be obtained in the open market. The panel found that in good condition and without the garage the subject property could command a rent of £675 per calendar month and no more, but from that should be deducted £25 for general disrepair, £10 for the sparse installation of electrical sockets throughout the house and £15 for no fittings usually supplied by a landlord - there being only a few old kitchen fittings.

The panel disregarded Mrs Hyde's evidence as to her personal financial circumstances (which was pointed out to her were outside the panel's jurisdiction) and took no account of the boarder whose occupation, is, it is accepted, temporary only.

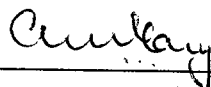
The panel treated with reserve the tenant's assertion that a reduction of £125pcm was justified.

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 £625 per calendar month.

This rent will take effect from 1 March 2004 being the date specified by the landlord in the notice of increase.

Chairman



Dated

