

**Statement of Reasons for the decision of the Committee which met on
27 July 2005 to determine a rent under the Housing act 1988 in respect
of Corner Cottage, 41 Spring Road, St Osyth, Essex CO16 8RP**

Landlord:	Mr. G. Hawkins, Mrs. E. Hawkins, Mrs. C. Farley
Tenant:	Ms. H. Overette
Rent at date of application:	£347.00 per calendar month
Rent proposed by Applicant:	£443.33 per calendar month

Members of the Committee:

Mrs. Judith H. Lancaster - Chairman
Mr. Richard Marshall FRICS FAAV - Valuer
Mr. Robert D. Eschle JP - Lay Member

THE PREMISES

1. The subject property is an end-terrace two-storey period cottage, which is located in the centre of the village, on a busy road. There is a very small front garden, and a small rear garden, with a pedestrian right of way across from the other two cottages to a driveway adjacent to the side of the cottage.

The accommodation consists of a sitting room, kitchen and bathroom/WC on the ground floor, with a steep, narrow staircase, with no hand-rail, leading to two double bedrooms.

THE TENANCY

2. This is agreed to be an Assured Periodic Tenancy under section 13 of the Housing act 1988, as amended ('the Act'), which commenced on 29 August 1994. There is no written Tenancy Agreement.

THE APPLICATION

3. By a Notice dated 24 April 2005 the Landlord notified the Tenant that it was intended to increase the rent from £347.00 per calendar month to 433.33 per calendar month with effect from 1 July 2005.

4. The Tenant referred this Notice to the Rent Assessment Committee by an Application dated 29 June 2005.

5. A hearing was requested by the Landlord.

THE HEARING

6. As a preliminary issue, the Tenant asked the committee to determine if the Notice was valid. The Tenant argued that the proposed effective date for the rent increase, 1 July 2005, was incorrect, as the Tenancy had commenced on 29 August 1994, and therefore the proposed new rent did not start at the beginning of a period of the Tenancy, as required by section 13 of the Act.

7. At the hearing, both parties agreed that the terms of the Tenancy had been changed with effect from 1 January 2004. At the commencement of the Tenancy the rental period had been weekly. This was changed initially to four weekly, and then calendar monthly from 1 January 2004.

8. The Committee therefore determined that the Notice was valid, as it proposed that the new rent would start at the beginning of a period of the Tenancy.

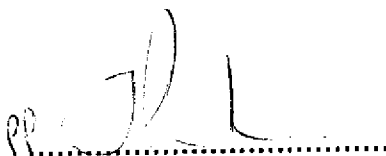
9. The Committee then asked both parties if they were agreed as to the extent of the property covered by the Tenancy Agreement, with particular reference to the driveway mentioned in paragraph 1 above.

10. The Tenant stated that the driveway was part of the property included in the Tenancy Agreement. The Landlord stated that the driveway was not part of the property included in the Tenancy Agreement.

11. The Chairman then adjourned the Hearing so that the Committee could consider this matter.

THE DETERMINATION

12. The Committee determined that no decision could be made regarding the Application until the issue of the extent of the property included in the Tenancy Agreement had been determined, either by agreement between the parties, or by reference to the County Court. The Committee reconvened the Hearing and parties were informed of the Committee's determination. The Chairman informed the parties that the hearing would be adjourned generally with liberty to restore and if no application is made to restore by the 29 October 2005 then the application will be treated as having been withdrawn.



Judith H. Lancaster
Chairman