

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
SOUTHERN RENT ASSESSMENT PANEL**

Certificate pursuant to regulation 10(2) of the Rent Assessment Committee (England  
& Wales) Regulations 1971(SI 1971/1065)

**Re: Cornerways, Victoria Road, Coleford, Gloucestershire, GL16 8DR**

Case Ref: CHI/23UD/MNR/2003/0015

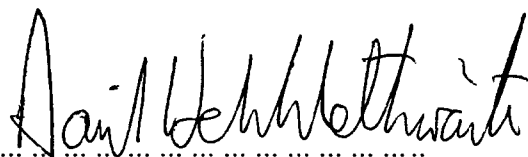
I certify pursuant to the above-mentioned regulation that there is an error in the Notice of the Rent Assessment Committee's decision in this matter dated 4 September 2003.

Section 1 reads "excluding water rates but including council tax of £ and any amounts in paras 3&4". However it should read: "**excluding water and council tax but including any amounts in paras 3&4**"

The date the decision takes effect, section 2 thereof, is incorrectly stated and should read **24 January 2003**.

Dated 9 October 2003

Mr D R Hebblethwaite ...  
Chairman



# Notice of the Rent Assessment Committee Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

**Address of Premises**

CORNERWAYS,  
VICTORIA ROAD,  
COLEFORD,  
GLOUCESTERSHIRE,  
GL16 8DR

**The Committee members were**

Mr D R Hebblethwaite  
Mr P E Smith BSc FRICS IRRV

**Landlord  
Address**

Mr J Rook  
P O Box 81, Stroud, GL6 6YN, Gloucestershire

**Tenant**

Mr &amp; Mrs S Taylor

1. The rent is: £450.00 Per Calendar Month (excluding water rates and council but including any amounts in paras 3&4)

2. The date the decision takes effect is: 24 January 2003

\*3. The amount included for services is not applicable

Per

\*4. ~~Service charges are variable and are not included~~

5. Date assured tenancy commenced 24 September 1994

6. Length of the term or rental period Calendar Monthly

7. Allocation of liability for repairs

Tenant internal decs. Landlord all repairs & ex. Decs. subject to Section 11 of the Landlord & Tenant Act 1985

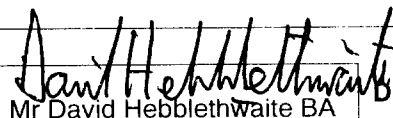
8. Furniture provided by landlord or superior landlord

None

**9. Description of premises**

A 3 bedroomed bungalow with a detached garage in a large plot with gardens landscaped by tenant. Made of prefabricated concrete circa 1960.

**Chairman**

  
Mr David Hebblethwaite BA

**Date of Decision**

04 September 2003

**Rent Assessment Committee: Summary reasons for decision.****Housing Act 1988****Address of Premises**

Cornerways, 2 Victoria Road,  
Coleford,  
Glos. GL16 8DR

**The Committee members were**

Mr D.R.Hebblethwaite BA (Chairman}  
Mr P.E.Smith BSc FRICS IRRV

**1. Background**

On an unspecified date but within the statutory limit 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 £485.00 per calendar month with effect from 24 January 2003 is dated 22 July 2002.

The tenancy commenced on 24 September 1994 for a term of 6 months. The tenant remains in occupation as a statutory periodic tenant. The current rent is £350.00 per calendar month.

**2. Inspection**

The Committee inspected the property on 4 September 2003 and found it to be in fair condition. It is a 3 bedroomed bungalow with a detached garage in a large plot, made of prefabricated concrete circa 1960. It is centrally situated in Coleford close to local amenities. The structure is likely to make it expensive to heat; on the other hand in the hot weather the large fixed window in the sitting room would make that room unbearable. There are 3 bedrooms, one small, bathroom, W.C., sitting room, diner and kitchen; the latter would probably be described by estate agents as "galley" but it is small and of poor layout – like units and appliances placed on either side of a passage. An old lean-to has been turned by the tenant into an office.

The following qualifying tenant's improvements had been made to the property:

Some ceilings

Kitchen Units

4 doors

### Internal lay-out of extension

### 3. Evidence

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

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 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 Forest of Dean and concluded that an appropriate market rent for the property would be £485.00 per calendar month. This was reduced to £450.00 to take account of the tenant's improvements.

The Committee therefore concluded that the rent at which the property might reasonably be expected to be let on the open market would be £450.00 per calendar month

Chairman

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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 issue of this document.

# **SOUTHERN RENT ASSESSMENT PANEL**

## **Rent Assessment Committee: Full Reasons for Decision**

### **Housing Act 1988**

**File ref. CHI/23UD/MNR/2003/0015**

**Re. Cornerways, 2 Victoria Road, Coleford, Glos. GL16 8DR**

**Committee Members: Mr. D.R.Hebblethwaite BA (Chairman)  
Mr. P.E.Smith BSc FRICS IEEV**

## **1. Background**

1.1 The tenancy commenced on 24 September 1994 for a period of six months. The tenant remains in occupation as a statutory periodic tenant. The current rent is £350.00 per calendar month.

1.2 On 22 July 2002 the landlord served a notice on the tenant proposing a rent of £485.00 pcm. with effect from 24 January 2003. This was referred by the tenant to the Committee under section 13 of the Housing Act 1988 (referred to in these Reasons as "the Act").

1.3 Following an earlier cancellation by the tenant, an inspection took place on 4 September 2003. The tenant was present at the inspection, the landlord was not neither was his agent, his son Mr. Neil Rook.

## **2. The Inspection**

2.1 The property is a three bedroomed bungalow with a detached garage in a large plot. It is centrally situated in Coleford in the Forest of Dean close to local amenities, though these do not appear to include a supermarket. The building is constructed from prefabricated concrete.

2.2 There are three bedrooms, one of which is small, bathroom, W.C., sitting room, diner/central hall, and kitchen. The kitchen might be described (in estate agents speak) as "galley" but is small and of inconvenient layout, giving the appearance of units and appliances placed on either side of a passage. An old lean-to has been used as an additional room, presently an office. There is a small roof space. The wiring is original except for a few power points. The Committee noted a large fixed window in the sitting room.

2.3 The tenant, who had made representations as to improvements made by him (see para 4.2 below) pointed these out to the Committee. As to what the Committee decided to be qualifying improvements please see para 6.2 below.

### **3. The Evidence**

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

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

### **4. The representations**

4.1 The landlord's son/agent Mr. Neil Rook made lengthy written representations in a letter dated 3 March 2003. Much of it comprised a detailed description of the property and the local area, including amenities available. The letter continued to say that the rent had been unchanged since the beginning of the tenancy while local market rents had increased. Mr Rook went on to annex rental valuations of two local estate agents in Sept. 2001 (£500/475 pcm) and the same agents in Feb/March 2003 (££525/500-550 pcm). He did not supply any comparable evidence.

4.2 The tenant's written representation, in his Application, was that he had carried out replacing all doors inside and many other improvements. He pointed these out to the Committee during the Inspection. The Committee's decision on qualifying improvements is in para 6.2 below. The tenant did not supply any comparable evidence.

### **5. The Law**

Under section 14 of the Act the Committee is required to determine the rent at which it considers that the property concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy. The Committee must disregard:

5.1 any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

5.2 any increase in the value of the property attributable to a relevant improvement carried out by the tenant, if the improvement was carried out otherwise than in pursuance of an obligation to the landlord;

5.3 any reduction in the value of the property attributable to a failure by the tenant to comply with any terms of the tenancy.

### **6. The Consideration**

6.1 The Committee regarded the property as being in fair condition. There was no evidence of any failure by the tenant to comply with terms of the tenancy so as to invoke the point set out at para 5.3 above. The structure meant that the property was

likely to be expensive to heat, and it was felt that in hot weather the large fixed window in the sitting room would make that room unbearable.

6.2 The Committee decided that the following would count as relevant tenant's improvements:

- Some ceilings installed
- Kitchen Units
- Four doors
- Sink and shower in bathroom
- Internal lay-out of extension
- A few power points
- Garden landscaping

6.3 The committee would have liked some comparable evidence but neither party provided any. As far as the landlord's valuations from local agents were concerned the committee had regard to the fact that both used the qualification "in the region of..." and that there was nothing to suggest that the agents made an inspection of the property in 2003 before giving the valuations. The committee found these valuations to be of limited assistance (although it will be noted that the committee's market rent before a reduction for tenant's improvements was not far below them and probably "within the region of").

6.4 The committee was not able to find any comparable properties itself. It therefore went on to decide the matter as an expert tribunal on the basis of its general knowledge of market rent levels in the area of the Forest of Dean and having regard to the evidence supplied by the parties.

6.5 The committee was not influenced by the fact that the rent had not been increased for over eight years nor by the personal circumstances of the landlord as set out in Mr Rook's letter of 3 March 2003. The responsibilities of landlord and tenant as set out in the tenancy agreement and by statute were taken into consideration.

## 7. The decision

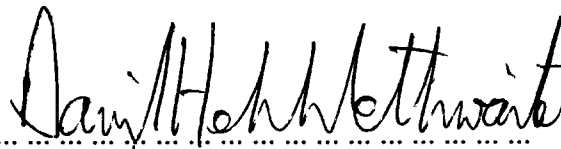
7.1 The Committee concluded that an appropriate market rent for the property would be £485.00 pcm. This was reduced to £450.00 to take account of tenant's improvements.

7.2 The new rent will take effect from 24 January 2003 being the date specified by the landlord in the notice of increase.

7.3 In summary, the new rent is **£450.00 per calendar month from 24 January 2003.**

Chairman ... ..

Date ... ..

  
11 November 2003