

South East Estates Limited

Maple Barn
Canterbury Road
Molash
CT4 8HF

Tel: 01233 740400

Fax: 01233 740406

Email: SEEL@EcoConceptLtd.com

SOUTHERN

12 DEC 2003

RAP & LVT

Southern Rent Assessment Panel
1st Floor
1 Market Avenue
CHICHESTER
West Sussex PO19 1YG

9 December 2003

Dear Tony

Flat 3, 5 Castle Hill Avenue, Folkestone, Kent CT20 2TD

Thank you for your correspondence in respect of the above matter. I enclose herewith the duly signed Certificate pursuant to regulation 10(2). Sorry to have troubled you on this matter.

Kind regards

Yours sincerely



PP Ian Collins

Enc

SOUTHERN RENT ASSESSMENT PANEL

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

Re: Flat 3, 5 Castle Hill Avenue, Folkestone, Kent, CT20 2TD

Case No: CHI/29UL MNR/2003/0129

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 25th September 2003.

The date 25th September 2003 shown in paragraph 2 thereof as the date the decision takes place is incorrectly stated and should read 1st August 2003.

Dated 2/12/2003.



Chairman
Mr Ian Collins FRICS IRRV

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

Address of Premises

Flat 3
5 Castle Hill
Folkestone
Kent

The Committee members were

Mr I W Collins FRICS IRRV
(Chairman)
Mr R Athow FRICS MIRPM
Ms L Farrier

1. Background

On 28th 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 £475 per month, including a service charge of £66.93 per month, with effect from 1st August 2003 is dated 26th June 2003.

The tenancy is a periodic tenancy which commenced in 1995. The current rent is £210 per month.

2. Inspection

The Committee inspected the property on 25th September 2003 and found it to be in fair order only.

3. Evidence

The Committee had received written representations from the tenant and the landlords agent and these were copied to the parties.

A hearing was held at 2.45 pm on the 25th September 2003 in Dover Town Hall at which oral representations were made by Mr R Baker, Fell Reynolds, on behalf of the landlord and Miss E Coombe on behalf of the tenant.

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 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 landlords agent and the members' own general knowledge of market rent levels in the area of South East Kent and concluded that an appropriate market rent for the property would be £325 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 £325 per month including a fixed service charge of £66.93 per month.

This rent will take effect from 1st August 2003 being the date specified by the landlord in the notice of increase.

Chairman

I W Collins FRICS IRRV

Dated

25th September 2003

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

Case No. CHI/29UL/MNR/2003/0129

Statement of Reasons for the Decision by a Committee of the Panel following an Inspection of the Property and a Hearing on the 25th September 2003.

Address of Premises

Flat 3
5 Castle Hill
Folkestone
Kent

The Committee members were

Mr I W Collins FRICS IRRV
(Chairman)
Mr R Athow FRICS MIRPM
Ms L Farrier

Tenant: Miss Eaden

Landlord: Mr Godden

1. Introduction

The property the subject of this objection is a second floor flat that is let by Mr Godden “the landlord” to Miss Eaden “the tenant” on an assured periodic tenancy governed by the Housing Act 1988 “the Act”. By Notice dated the 26th June 2003, given under Section 13(2) of the Act the landlord proposed a new rent of £475 per month, including a service charge of £66.93 per month, for the property. On the 28th July 2003 the tenant made an application under Section 13(4) of the Act, referring the landlord’s notice to the Committee for consideration of the proposed rent.

2. The Statutory Provisions

It may be helpful if we describe the legal background to the function we have to perform. We have paraphrased the provisions of Section 14 of the Act below, in the hope of making them reasonably comprehensible. The actual terms of the Act are in some ways rather more complex than our description indicates. This might suggest that we have failed to apply the terms of the Act properly. Therefore we make it plain that we have in practice carried out our work by reference to the actual wording of the Act and decided the case upon it, and not by reference to this short description. Section 14 of the Act provides that the Committee is directed to determine the rent at which the dwelling house might reasonably be expected to be let in the open market, by a willing landlord, to a willing tenant under an assured tenancy on similar terms as the present tenancy.

Subsection (2) of the Act requires us to disregard: any effect on the rent attributable to: the granting of a tenancy to a sitting tenant, any increase in value due to relevant tenants improvements and any reduction in value attributable to a failure of the tenant to comply with the terms of the tenancy.

3. Inspection

The Committee inspected the property on 25th September 2003 in the presence of Miss Eaden, the tenant, Mr J Eyre and M/s E Coombe friends of the tenant and Mr R Baker the landlord’s agent. The property comprises a second floor flat in a converted residential block of traditional

construction. There is a common entrance hall and staircase. The accommodation provides: entrance hall, living room, 2 bedrooms, a bathroom and kitchen.

The property is located in a residential area close to the high street facilities of Folkestone and The Leas.

The exterior of the property, including windows and doors, and the common areas have been the subject of recent redecoration and repair. It is understood that the landlord has undertaken extensive renovation of the other flats in the premises prior to open market sales. Apart from the windows the interior of the subject flat is in an unimproved state and has not benefited from any works or repairs by the landlord. It was noted that: the flat is generally in poor order, does not have any central heating, that some plasterwork to ceilings and particularly near the front windows is in poor condition, the electric wiring is basic and very old, the bathroom is basic without a wash hand basin, the kitchen has very limited facilities and fittings are old and in poor condition.

4. Evidence

The Committee had received written representations from the tenant and the landlords agent and these were copied to the parties.

5. The Hearing

A hearing was held at 2.45 pm on the 25th September 2003 in Dover Town Hall. The tenant, Miss Eaden, M/s E Coombe, Mr M Eyre and Mr R Baker, Fell Reynolds, on behalf of the landlord attended.

Mr Baker introduced the background to the landlords interest and the fact that this was not a protected tenancy within the remit of the Rent Officer. It was claimed that there was no scarcity and Mr Baker referred to a substantial schedule of comparable market rents. During recent refurbishment works the landlord had held the rent at the existing level. Mr Baker referred to market rents for 2 bedroomed flats and suggested a base level of £475 per month as appropriate. It is a large flat close to the sea and town centre facilities. Whilst there are problems with the sash windows this will be attended to. The landlord is responsible for the structure and communal areas and the tenant for the interior. On being questioned Mr Baker responded that action would be taken over the windows, redecoration and making good to the front area adjoining the windows and removal of an old supply pipe in the kitchen. In respect of car parking it was pointed out that all the flats in the building use on street parking.

M/s Coombe, on behalf of the tenant, explained that the Eyre family had occupied the properties as tenants since about 1941 and Miss Eaden for about 20 years. There had been no problems over the tenancy until last year although the landlord had not undertaken any maintenance until the recent renovation of the exterior and the other flats. No tenancy document had been provided. The tenant had, until the recent works, had access to the garden. It was unreasonable to suddenly impose a substantial uplift in rent. The tenant had suffered considerable disruption during the recent renovation works including removal of floor boards for the benefit of the other flats. It was suggested that £450 a month was probably reasonable for a property in good order with central heating, fitted kitchen and in an improved condition. The tenants agents had been asked to undertake the necessary basic repairs a number of months ago but no response had been

received. This situation was very distressing to the tenant, particularly not being able to open windows during the exceptionally hot summer.

Mr Baker stated that his firm had tried to find alternative accommodation during the works but nothing suitable was available. The condition of the interior should not be taken into account as this is the responsibility of the tenant. He felt that a discount of about £30 per month was appropriate with an initial market rent of £475 per month. M/s Coombe felt that the lack of central heating probably equated to about £25 per month.

6. The Consideration

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 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 unimproved condition of the property, the fixed service charge element of £66.93 per month, the evidence supplied by the landlords agent and the members' own general knowledge of market rent levels in the area of South East Kent and concluded that an appropriate market rent for the property in its present condition would be £325 per month including the fixed service charge of £66.93 per month.

7. 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 £325 per month including a fixed service charge of £66.93 per month.

This rent will take effect from 1st August 2003 being the date specified by the landlord in the notice of increase.

Chairman

I W Collins FRICS IRRV

Dated; 25th September 2003
