

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

**Housing Act 1988**

**Address of Premises**

2 Underhill Cottages  
Sidings Lane  
Persore  
Worcestershire  
WR10 3LA

**The Committee members were**

Mr T F Cooper  
Mr P J Waller  
Mr D Underhill

**1. Background**

On 1 August 2005 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 £400 per calendar month with effect from 1 September 2005 is dated 28 July 2005.

It has been suggested that the Landlord's notice of 1 September 2005 could be invalid. We find, and hold that the notice 1 September 2005 is valid.

The tenancy commenced on 1 May 1992 for a term of 1 month, and thereafter from month to month. The tenant remains in occupation as a statutory periodic tenant. The current rent is £285 per calendar month.

**2. Inspection**

The Committee inspected the property on 13/09/05 and found it to be in a generally satisfactory condition but, owing to its construction it is inherently cold and lacks insulation and adequate space heating by modern standards.

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

- i) Wood burning stove.
- ii) Stainless steel sink unit, base and wall cupboards in kitchen.
- iii) Electric shower and replaced basin in bathroom.
- iv) Replaced covered rear and side porch.

### **3. Evidence**

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

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

### **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 Charlton and Pershore and concluded that an appropriate market rent for the property would be £350.00 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 £350.00 per calendar month.

This rent will take effect from 1/09/05 being the date specified by the landlord in the notice of increase.

Chairman Mr T F Cooper

Dated 13/09/05

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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.

**Housing Act 1988**

**EXTENDED REASONS FOR THE DETERMINATION 13 SEPTEMBER 2005 (WITH  
SUMMARY REASONS) BY THE RENT ASSESSMENT COMMITTEE**

**Of the market rent under section 14 for:**

**2, Underhill Cottages, Sidings Lane, Pershore, Worcestershire WR10 3LA**

Landlord: Velcourt Limited

Tenant: Miss S Alford

Tenant's referral dated: 1 August 2005

Determined on: 13 September 2005

**APPEARANCES:**

For the Tenant No appearance

For the Landlord: No appearance

**Members of the Rent Assessment Committee:**

Mr T F Cooper BSc FRICS FCI Arb (Chairman)

Mr P J Waller LLB

Mr D Underhill

**Date of Committee's extended**

**reasons:** 18 OCT 2005

**Background:**

- 1 Implementing section 13(2) of the Housing Act 1988 ( the '**Act**') the Landlord served a notice (the '**Notice**') dated 28 July 2005 on the Tenant, notifying her that the amount of the rent would be £400 per calendar month ('**pcm**') to take effect from 1 September 2005. It has been suggested the Notice could be invalid but we find and hold it is valid. The tenancy is a contractual assured periodic calendar monthly tenancy, commencing 1 May 1992, currently at £285 pcm. The rent excludes rates and sewerage charge and there are no services. The tenant has referred the Notice to us pursuant to section 14 for determination of the rent. We are satisfied that the requirements of the Act have been met to enable us to proceed with a determination.
- 2 Our summary reasons to the parties are dated 13 September 2005. The Landlord's representative, by letter 23 September 2005, requests our extended reasons.

**The Property:**

- 3 Comprises a semi-detached house of brick and tile, probably built in the 1950's situated in a small development of similar houses at the edge of a village (with fields adjoining the house) in a rural area with local shops about 2 to 3 miles away. The accommodation includes: on the ground floor - hall, dining room, living room, kitchen with larder off; on the first floor - three bedrooms, bathroom , separate wc. There is an outside brick stores and a side covered porch (replaced and improved by the Tenant) with wc. Ignoring Tenant's improvements, space heating is from open fires, with hot water from a immersion heater. There are gardens at the front and rear.
- 4 The tenancy is unfurnished and no services are provided. The tenancy is subject to the provisions of section 11 of the Landlord and Tenant Act 1985 and the tenant is responsible for interior decoration.
- 5 We inspected the property on 13 September 2005.

**Evidence:**

- 6 Neither party requested a hearing. We received written representations from the Tenant and Mr D Knowles BSc FRICS FAAV of Carter Knowles, Chartered Surveyors, for the Landlord.
- 7 Mr Knowles questions whether there has been a breach of the Tenant's covenant: 'not to take in any lodger or paying guest without the prior written consent of the Landlord.' We hold we have no jurisdiction to determine such matters.
- 8 Miss Alford expresses concern about the security of her tenancy. We hold we have no jurisdiction to determine such matters.
- 9 Mr Knowles says that despite the increase (from £285 pcm to £400 pcm) £400 pcm is more in line with market rents being sought for similar properties.

- 10 Miss Alford says the amount of the increase is unacceptable: stressing the Property is not modernised, has no effective space heating, has metal framed original windows (with the exception of two, replaced with double glazed PVCu) which are in poor condition, has inadequate insulation, is extremely cold in the winter, has irregular plastering and the Landlord has not carried out proper maintenance.
- 11 She says Tenant's improvements include: wood burning stove in the living room, stainless steel sink unit, base and wall cupboards in the kitchen, electric shower and replacement wash hand basin in the bathroom, replacement and improvement of the covered side porch.
- 12 Referring to three very similar houses in the same row as the Property, Miss Alford says they have just had rent increases: nos. 1 and 4 from £268 pcm to £297 pcm; and no. 3 to £310 pcm but no. 3 has heating.
- 13 In his letter applying for extended reasons, Mr Knowles refers to reasons and evidence why he seeks extended reasons. We find and hold we shall not admit additional evidence sought to be adduced after our determination of the rent; we cannot re-open our determination and we cannot have second thoughts. We are satisfied that Mr Knowles had a fair and reasonable opportunity to present his case to us prior to our determination.

**Decision:**

- 14 Section 14 of the Act requires us to determine the rent at which we consider that the dwelling-house might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy on the terms set out in the section.
- 15 Mr Knowles says we should not infer that the Tenant's improvements to the kitchen imply there was no kitchen in the Property. We accept his contention. We accept that the items listed in para 11 above are Tenant's relevant improvements within the meaning of section 14(3) to the effect that we exclude the rental value of them in our determination.
- 16 We take no account of the amount of the any increase from the previous rent as it is not a matter which is either explicit or implicit in section 14.
- 17 From what we saw as evidence at our inspection we accept Miss Alford's summary of the detractions in para 10 above. While there may be a history of the Landlord's failure to maintain the Property we take account of the general condition at the time of our inspection. Apart from the unimproved windows, uneven plaster, detractions and taking no account of the Tenant's improvements we find the Property is in a generally satisfactory condition relative to its age.

- 18 We derive limited assistance from the amounts of the rents for the three houses in the same row as we have no knowledge of the surrounding circumstances and, in any event, we find, from our general knowledge only (not relying on any special knowledge), that the level of them is below what may reasonably be considered to be the general level of market rent. We infer it is possible the three rents may be 'fair rents' under the Rent Act 1977, not 'market rents'.
- 19 Having particular regard to the lack of adequate space heating (ignoring Tenant's improvements) and the 'cold' characteristics of the property, we find the opinion evidence of Mr Knowles, unsupported by any factual evidence of comparable lettings, that the rent should be £400 pcm is not persuasive. Using our general knowledge and experience as an expert tribunal, but not relying upon any special knowledge nor any specific evidence of comparable market rents adduced, we find the market rent of the Property is £350 pcm.
- 20 We made our determination taking into account the representations made to us, our inspection, the provisions of the Housing Act 1988 and use of our general knowledge and experience. Having regard to these matters the Committee determined the rent for this dwelling house under an assured tenancy at the sum of £350 pcm exclusive of water rates and sewerage charge.

**Section 14(7) hardship discretion:**

- 21 We have a discretion on the date the new rent (£350 pcm) shall commence: not earlier than 1 September 2005 (the new period specified in the Notice) and not later than 13 September 2005 (the date the rent is determined). We find and hold that undue hardship would not be created to the Tenant if the rent determined by us was effectively back-dated. Accordingly we determine that the rent determined by us shall take effect from 1 September 2005.

DATE: 18 OCT 2005

T F Cooper  
Chairman

