

THE RESIDENTIAL PROPERTY TRIBUNAL SERVICE
THE SOUTHERN AREA RENT ASSESSMENT COMMITTEE
AND LEASEHOLD VALUATION TRIBUNAL

Case Number: CHI/00MW/MDR/2004/0001

Tribunal:- Mr D Agnew, LLB, (Chairman)
Mr M R Horton, FRICS
Mrs C Newman, JP

Premises: 13 Tamar Close
Sandown, Isle of Wight
PO36 9AW

Applicants/Tenants: Stephen Strong
Samantha Wright

Respondents/Landlords: Mr T W Royston
Mr G M Royston
Mrs D J Simms

Inspection /Hearing Date: 24th March 2004

REASONS FOR THE DECISION OF THE COMMITTEE

1. Introduction

- 1.1 By an agreement dated 28th November 2003 the Landlords let the premises, 13 Tamar Close, Sandown, Isle of Wight (the premises) to the Applicants at a rent of £595 per calendar month.
- 1.2 By an application received at the Panel Office on 23rd January 2004 the Tenants applied to the Rent Assessment Committee (the Committee) under Section 22(1) of the Housing Act 1988 to have the rent reduced.

2. Inspection

- 2.1 The Committee inspected the premises prior to the oral hearing on 24th March 2004.

- 2.2 The premises comprise a three-bedroom semi-detached house on a corner plot between the busy main road into Sandown from Ryde and a small cul-de-sac.
- 2.3 Probably built in the 1960's or early 1970's, the premises are tile-hung and rendered on the front elevation and stone clad to the sides under a tiled roof. The guttering is of asbestos and the windows are wooden single-glazed units in need of painting. There is a garage to the side of the premises. There is an open-plan front garden and a reasonably sized rear garden. The latter was somewhat unkempt and the Committee was shown where thick vegetation had been hacked down and burnt by the Landlord's contractors.
- 2.4 The concrete to the front drive is cracking.
- 2.5 The overflow from the bathroom is leaking onto the flat roof below.
- 2.6 The rear door is in a badly decayed state.
- 2.7 The concrete window sill to the main bedroom is cracking and looks to be in a dangerous condition as this is situated above the front door.
- 2.8 Inside the Tenants have replaced a carpet in the kitchen with lino. There are some fitted units in the kitchen but the waste disposal unit is not functioning. More seriously, there is a leak from the waste pipe from the bathroom into the kitchen through the ceiling.
- 2.9 One central heating radiator in the small rear bedroom was not working.
- 2.10 The Landlords had had the wiring re-earthed in the kitchen under the stairs but in the hall electricity meters and wiring were not boxed in constituting a danger, particularly to children.
- 2.11 The wiring to the ceiling lights is old and in need of replacement.
- 2.12 The side panel is coming adrift from the bath in the bathroom. The electric socket for the shower is situated below the bath. This is considered to be a source of danger if water should come into contact with this socket.
- 2.13 There was no evidence that there was a current gas safety certificate.

3. The Law

- 3.1 Section 22(1) of the Housing Act 1988 enables a tenant under an assured shorthold tenancy to make an application to a rent assessment committee for a determination of the rent which,

in the Committee's opinion, the Landlord might reasonably be expected to obtain under the assured shorthold tenancy. Such an application must be made in the first six months of the tenancy.

3.2 By Section 2(3) of the said Act, the committee shall not make such a determination unless they consider:

- (a) that there is a sufficient number of similar dwelling-houses in the locality let on assured tenancies; and
- (b) the rent payable under the assured shorthold tenancy in question is significantly higher than the rent which the landlord might reasonably be expected to be able to obtain under the tenancy, having regard to the level of rents payable under the tenancies referred to in paragraph (a) above.

4. The Hearing

4.1 Mr Strong appeared on behalf of himself and Ms Wright. Mr Clarke of Robinson Jarvis & Rolfe, solicitors, appeared on behalf of the Landlords.

4.2 Mr Strong agreed that if the premises were in a good and safe condition £595 per month would be an appropriate rent. He had rented two houses on the Isle of Wight previously, namely:

12 Old Reservoir Lane, Sandown (a three-bedroom property, four years old, centrally heated, decorated, with carpets and allocated parking) at £510 per calendar month, and

64 Avenue Road, Sandown (also a three-bedroom property with allocated parking and a front garden) at £495 per calendar month.

He said that he had been promised by the Landlord's agent, Mr John Palmer, that the garden and other defects to the premises would be attended to before the tenancy commenced but this had not happened. Some work has since been carried out but the premises were still in a poor state and dangerous in some respects. He thought that a fair amount for rent for the premises in their existing state would be £510-£540 per calendar month. Mr Strong produced correspondence from the Housing Renewal Officer of Isle of Wight Council detailing defects requiring repair and enclosing a "Considering taking legal action" notice and a further letter recording the Landlord's agent's agreement to carrying out certain works.

- 4.3 Mr Clarke produced a letter from the Landlord's agent, Mr Palmer, dated 23rd March 2004 giving details of some comparable properties. He was not in a position to say whether or not any representations had been made to the tenants before they entered the tenancy as Mr Palmer, who had intended to be present at the hearing, was unavoidably unable to attend. He was also not in a position to comment on any of the defects listed in the correspondence produced by Mr Strong. He said that some defects had been rectified. He maintained that if the Landlords were in breach of their repairing obligations in the tenancy agreement, the Tenants' remedy was to enforce those obligations and not seek a reduction in rent. He acknowledged, however, that for a short six-month tenancy it was likely that the tenancy would have terminated before the tenant could enforce repairing obligations through the courts and that the condition of the premises was a factor in determining the rent that could be achieved for a property.

5. The Decision

- 5.1 The Committee decided that there are a sufficient number of similar dwellings to let on assured tenancies in the locality.
- 5.2 The Committee agreed with the parties that an appropriate rent for the premises, if they were in good condition, would be £595 per month.
- 5.3 The Committee found that there were a number of serious and significant defects affecting the premises which would have a substantial effect upon the amount of rent that could be charged for the premises in the market. They decided that £500 per month was the most a properly advised tenant would be likely to pay for the premises in their existing condition. This means that in the Committee's opinion £595 per month is "significantly higher than the rent the Landlords might reasonably be expected to be able to obtain under the tenancy".
- 5.4 The Committee therefore decided that as from 23rd January 2004 the rent for the premises would be £500 per month.

Dated this 31st day of March 2004

(signed)

Signed:

**Donald Agnew
Chairman**