

CAM/00MB/F77/2005/0092

Eastern Rent Assessment Panel

Island Cottage, Camp Road, Ufton Nervet RG7 4EU

Hearing Date Friday 14 October 2002

The Committee's Reasons

1. This was an objection by the Tenant, Mr H Allan, to a determination by the Rent Officer of £395.50 per month, registered on 3 August 2005, and effective from 7 September 2005. The Landlord is Engleford Estate Trust Corporation Ltd. The Tenant sent written representations, and attended the Hearing, accompanied by Mrs N Allan; the Landlord's representative Mr A J Blacknell was unable to attend.
2. The Committee inspected the property at 11.15 am on 14 October 2005. This is a semi-detached house, in a rural setting on the edge of the village of Ufton Nervet, with substantial gardens. The Committee noted some poor external decorations, in particular flaking window cills and spalling brickwork, particularly to the rear elevation, plus gaps between the ridge tiles. At the front of the house was a porch which had been repaired by the Tenant. At the end of the garden we noted a semi-detached shed (Landlord's) and a further large shed built alongside by the Tenant, which he had formed into useable office space. In front of these we noted the Tenant's good paved patio. The house had Landlord's central heating. On the ground floor we noted the kitchen which had been refurbished by the Tenant, with good units and tiling; a utility room at the rear; and two living rooms (one of which the Tenant used as a ground floor bedroom). All the carpets and white goods were by the Tenant. Upstairs were two double size bedrooms (which were noticeably dark) and a nicely appointed bathroom created by the Tenant out of the third bedroom.
3. At the Hearing, Mr Allan explained that his main complaint was that his rent seemed to be increased more than on other properties (some of which were capped). In particular he mentioned the rent on Corner Cottage, next door to him, which had increased only £25 per month from May 2005. His brother Stephen Allan occupied an exactly similar cottage to his own and also had an increase of only £25 per month. He told the Committee that his father had been head forester and that under an agreement with him the Landlord had promised tied cottages for all his sons. No documentary evidence was supplied as to this.

He felt that the starting rent used in the calculations had been too high, as he thought that the Rent Officer was swayed by the generally good interior condition of the house, largely down to his own works. He also observed that the Rent Officer had not inspected internally on her last visit. He had removed the bathroom from one end of the kitchen, as it had been very small and awkward, and in a very bad state, and had rebuilt it upstairs, thus losing a bedroom. The cost of the bathroom was about £2000 excluding labour; the Landlord had contributed £350 towards this. His new kitchen had cost him £2000 excluding labour, and here the Landlord had contributed only £500. He said the roof was poor and there was wet in all rooms although the Landlord had just repaired and rebuilt the chimneys. There was no roof insulation. Decorations internally were more onerous and more frequently required because of the damp. The drain in the garden had collapsed; it kept filling up and needed rodding every month. The Landlord had provided him with rods and his wife had to carry out this rodding regularly.

4. The Committee considered the evidence. Section 70 of the Rent Act 1977 states that in order to determine a Fair Rent, regard shall be had to all the circumstances (other than personal circumstances) and in particular to the age, character, locality and state of repair of the dwelling. We are aware that we are to make the market rent for such dwelling our starting point, from which we must make an adjustment for any substantial scarcity in accordance with Section 70(2) of the Rent Act. We disregarded all the Tenant's improvements, as we are bound to do under Section 70(3) of the Rent Act.

5. a) The question of an entitlement under any agreement for concessionary rentals referred to by the Tenant does not come within our jurisdiction; our task is to deal with an appeal from the Rent Officer by way of a fresh assessment of the rent under the terms of the Rent Act 1977.

b) It is difficult to make comparisons with other registered rentals, as the effect of the capping legislation under the Maximum (Fair Rent) Order 1999, under which rent increases are based on previous registered rents, has created anomalies. The Committee relies on evidence of current open market lettings, and in addition on its own extensive knowledge and experience of market rentals in the area.

c) Bearing in mind the evidence, the pleasant rural location, but equally the shortage of amenities such as transport and shopping, the Committee determined that this cottage, if put into good repair, and upgraded to an Assured Shorthold level, could be let for £800 per month. We then deducted £60 to reflect the

added letting value of the Tenant's extra room in the garden; a further £120 to reflect the lack of repair to the drain, roof and brickwork; £50 for the improvements to the kitchen and bathroom (reflecting the Landlord's proportionate input to these improvements); and £30 for carpets, curtains and white goods, which would normally be supplied in a market letting, and for the difference in terms between a market letting and the regulated tenancy which we are dealing with here. This resulted in an adjusted market rent of £540 per month.

6. The Committee determined that scarcity, considered over a wide area including Berkshire, and South Oxfordshire, must be applied at 15%. Thus the Fair Rent arrived at by the Committee was £459 per month. However in view of the Maximum Fair Rent Order this Fair Rent has to be capped in accordance with the formula laid down. The Fair Rent is accordingly £396 per month, exclusive of rates and Council Tax.

Chairman.....*Tessa Jordan*.....Dated....*27 October 2005*.....