

**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**12A Mill Lane, Buckley, Flintshire,
CH7 3HB**The Committee members were**Mr A Grant – Chairman
Mr N Martindale – Surveyor
Mr B Brereton – Lay member**Landlord**

Roberts Estates Limited

Address

62 Martins Lane, Wallasey, CH44 1BN

Tenant

Mr. Sean Summers

**1. The rent
is:**

£480.00

Per

month

**(excluding water rates & council tax
but including any amounts in paras
3&4)****2. The date the decision takes
effect is:**23rd October 2017***3. The amount included for
services is**

Nil

Per

4. Services charges are variable and are not included*5. Date assured tenancy
commenced**23rd November 2007**6. Length of the term or rental
period**

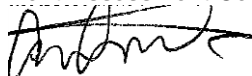
Monthly

**7. Allocation of liability for
repairs**

As per the terms of the lease

8. Furniture provided by landlord or superior landlord

None

9. Description of premisesThe property is a first floor self - contained flat situated in a purpose built
block.**Signed by the Chairman of the
Rent Assessment Committee.****Date of Decision**

29.11.2017

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
RENT ASSESSMENT COMMITTEE
(HOUSING ACT 1988)

Reference: RAC/0007/09/17

Property: 12A Mill Lane, Buckley, Flintshire, CH7 3HB

Landlord: Roberts Estates Limited

Tenant: Mr. Sean Cameron Summers

Committee: Chairman – Mr. Andrew Grant
Surveyor – Mr. Neil Martindale
Lay member – Mr William Brereton

Decision

1. We were duly convened as a Rent Assessment Committee under the provisions of the Housing Act 1988. We met at number 12A Mill Lane, Buckley, Flintshire, CH7 3HB (“the property”) on the 17th November 2017.
2. The landlord of the property is Robert Estates Limited (“The Landlord”) The tenant is Mr. Sean Cameron Summers (“The Tenant”). The property is occupied under the terms of an Assured Shorthold Tenancy Agreement dated the 22nd November 2007 which commenced on the 23rd November 2007. The initial term was for a period of 6 months but the tenant has continued in occupation following the expiration of the initial term and now occupies under a statutory Assured periodic tenancy.
3. By way of a Notice dated the 24th August 2017 the landlord wrote to the tenant informing the tenant of the landlord’s intention to increase the rent from £430.00 to £480.00 per calendar month starting on the 23rd October 2017.
4. On the 21st September 2017 the Tribunal received an application from the Tenant requesting that the Tribunal, sitting as a Rent Assessment Committee, determine a market rent for the property.

The Inspection

5. The Committee inspected the property at 10.00 am on the 17th November 2017. The Tenant was present. The Landlord did not attend and was not represented.

6. The property is a brick faced and tiled pitched roof over a purpose built first floor flat in a small two storey block of low rise flats, all apparently constructed in the 1990's.
7. The block is located by traffic lights in the busy Mill Lane, a road of mixed residential and commercial properties, just off the village's main retail street. On road parking is very restricted.
8. The flat has a ground floor entrance door leading to its own small hallway and internal staircase rising to the first floor. The flat's kitchen and one other room front Mill Lane. The other accommodation looks out onto the service road at the side and the shared courtyard parking to the rear.
9. The accommodation is double glazed throughout. It is divided into a kitchen / diner, rear bedroom, bathroom with shower over, WC and basin. There is a lounge with a smaller room off of the lounge. There is hatch access to a loft above the flat.
10. The kitchen white goods are largely the Tenant's. The sink and the bathroom fittings, although dated, appear serviceable. The property is heated by electric storage heaters. The water is heated by way of a 'Fortic' type tank inside an airing cupboard which is situated off the small landing area.
11. The property has the benefit of a parking space in the rear courtyard.
12. The property had been let unfurnished.

The Hearing

13. The matter had been listed for hearing at The Erddig Suite, Glyndwr University, Wrexham, LL11 2AW.
14. The Tenant was not represented and did not attend. At the inspection he had informed the Committee that initially he had intended to appear and make representations at the hearing but now he could not afford the petrol costs of a 24-mile round journey. He said that he lived on state benefits and had to manage his income carefully. He stated that he would rely upon his written representations which were included in the Tribunal file.
15. The Landlord was represented by Mrs. Helen Evans.
16. Having satisfied itself that the Committee had jurisdiction to deal with the matter the only issue to be addressed was that of the market rent that the property would fetch if let in the open market by a willing landlord under an Assured Tenancy, disregarding those matters set out at section 14 paragraph 2 (a) – (c) of the Housing Act 1988.
17. Amongst the papers submitted to the Committee by the Tenant was a hand-written note. The note stated the he was in receipt of state benefits and would not be able to afford any increase in his rent.

18. He indicated that he had applied for some assistance with paying his rent and had been informed by Flintshire County Council in a letter dated the 21st September 2017 that he would receive a discretionary extra housing payment until the 14th January 2018. After this date the payment would terminate.
19. The Tenant also indicated that his property was a one-bedroom property and not a two-bedroom property as the Landlord maintains.
20. The Tenant had also included amongst the papers various photocopies of properties which he sought to rely upon as comparable properties for the purposes of comparing market rentals.
21. Mrs Evans handed to the Committee copies of particulars for properties which were currently for rent in the Buckley area. Two of the properties were 2-bedroom properties and 2 of the properties related to one-bedroom properties.
22. The rental values for the 2-bedroom properties ranged from £525 per month to £615 per month. The one-bedroom properties were both being marketed for £495 per calendar month.
23. In addition to the above Mrs Evans also stated that she had recently entered into a tenancy agreement for the rental of a one bedroomed property at 1 Brunswick Court, Buckley for £450.00 per month which included a parking space.

The Law

24. In reaching our decision regard has been paid to the provisions of s13 and 14 of the Housing Act 1988.
25. S13 of the Housing Act 1988 requires that before increasing the rent the landlord must serve a written notice of increase in the form prescribed by the regulations. The notice must be signed by the landlord and served upon the tenant.
26. In order to prevent the proposed increase taking effect the tenant must make an application to the Tribunal in the prescribed form. The application must be received by the Tribunal to determine the rent before the date specified in the notice as the effective date.
27. The rules governing how the Tribunal determine the proposed rent increase are contained in s.14 of The Housing Act 1988. We are required to consider the rent at which the property could reasonably be expected to be let in the open market by a willing landlord where the periods and terms of the tenancy are the same as the subject property (save for those relating to rent level).
28. The Tribunal is required to disregard any increase or decrease in the value of the property caused by improvements made by the tenant or any failures by the tenant to adhere to the terms of the tenancy.

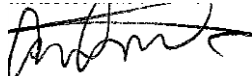
Consideration of the evidence

29. As regards the Tenant's evidence the Committee are not able to take into consideration the Tenant's financial circumstances. We are restricted to ascertaining the Market Rent which the property could fetch.
30. The Committee considered the comparable evidence submitted by the Tenant.
31. Many of the properties put forward as being comparable were either situated in areas which were too far from the subject property to be of any material use or were not truly comparable in that they were not comparing like with like in terms of size.
32. This was the case with the properties identified in Nannerch, Llangollen, Mold, Acton, and Flint.
33. In other cases, the chosen comparables had higher rents than the subject property.
34. The Tenant also maintained that he occupied a one bedroomed property and not a two-bedroomed property.
35. During the inspection the Committee noted that the room off of the living room was a small room but it was not necessary to make a finding on this particular issue in order to reach our determination.
36. The Committee considered the evidence put forward by the Landlord. We took the view that the suggested rental values were realistic and reasonable and were a good indicator of rents locally as all of the comparable properties were located in Buckley which is the same town as the subject property.
37. The rent on the subject property had not been increased for 10 years and it was clear that there had been some upward movement of rental levels in the Market place.
38. The Committee therefore preferred the evidence of the Landlord as regards the appropriate market rent.

Decision

39. Taking all of the above into consideration we confirm the rent to be £480.00 per calendar month effective from the 23rd October 2017 being the date specified in the Landlord's notice.

Dated this 30th day of November 2017.



Andrew Grant
Chairman.