

## 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:**

17 Marigold Court, Brackla, bridgend,  
CF31 2ND

**The Committee members were**

Mr Andrew Morris – Chairman  
Mr Roger Baynham - Surveyor

**Landlord**

Wales and West Housing

**Address**

3 Alexandra Gate, Ffordd Pengam, Tremorfa, Cardiff, CF24 2UD

**Tenant**

Ms Sharon Bull

**1. The rent is:**

£93.47

Per

week

(excluding water rates & council tax but including any amounts in paras 3&4)

**2. The date the decision takes effect is:**

6<sup>th</sup> April 2015

**\*3. The amount included for services is**

n/a

Per

n/a

**\*4. Services charges are variable and are not included**
**5. Date assured tenancy commenced**

20<sup>th</sup> July 2009

**6. Length of the term or rental period**

Weekly periodic tenancy

**7. Allocation of liability for repairs**

Landord

**8. Furniture provided by landlord or superior landlord**

n/a

**9. Description of premises**

Two bedroomed bungalow

Signed by the Chairman of the Rent Assessment Committee.



Date of Decision

27<sup>th</sup> May 2015

Y TRIBIWNLYS EIDDO PRESWYL  
RESIDENTIAL PROPERTY TRIBUNAL  
RENT ASSESSMENT COMMITTEE  
(Housing Act 1988)

Reference: RAC/0002/04/15

PROPERTY: 17 Marigold Court, Brackla, Bridgend, CF31 2ND

LANDLORD: Wales and West Housing

TENANT: Miss Sharon Bull

COMMITTEE: Andrew Morris  
Roger Baynham

**REASONS FOR THE DECISION OF THE RENT ASSESSMENT COMMITTEE**

**INTRODUCTION**

1. We were duly convened as a Rent Assessment Committee at the subject property 17 Marigold Court, Brackla, Bridgend on the 19<sup>th</sup> May 2015. We had before us an application under Section 13 of the Housing Act 1988 to consider a Notice of Increase of Rent served on the Tenant Ms Sharon Bull by the Landlord Wales and West Housing Association Limited dated the 27<sup>th</sup> February 2015. The Notice purported to increase the Rent from £91.01 to £93.47 with effect from 6<sup>th</sup> April 2015. In addition there is a service charge of £2.91 per week which was in respect of gardening and grounds services including a Management Charge which appeared to be 15% of those costs.
2. The Tenants application was dated 26<sup>th</sup> March 2015. This showed that the Tenancy of the property has been assigned by agreement with the Landlord to the Tenant on the 20<sup>th</sup> July 2009. We did not have a copy of the Agreement but obtained a copy and the schedule attached to it from the Landlord. Both parties agreed that we should deal with the matter without an oral hearing and we received written representations from both. We inspected the property prior to considering the matter and also inspected externally a number of properties let in the area which were similar to the subject property.
3. 17 Marigold Court is set at the far end of a development called "The Heathers" by the Landlord (although the Tenant had never heard it called that). We inspected the property externally and internally accompanied by the Tenant and her partner Mr Paul Hughes.
4. The property is brick built with tiled roof, UPV double glazed windows and doors and rain water goods. It is a semi detached dormer bungalow being one of a pair. It has a good sized front garden laid mainly to lawn. There is a driveway at right angles to the property to the front.

5. Entry is to a square vestibule with stairs up to the first floor. There is a good sized through living room/dining room which has an under stair storage cupboard. The kitchen has a good range of floor and wall units. A back door from the kitchen leads to a good sized enclosed rear garden again mainly lawn.
6. To the first floor which is the roof void there is a good sized double bedroom to the front, a single bedroom to the rear and a bathroom with bath with shower over, wash hand basin and WC. Each of the rooms has the benefit of a "velux" window (two in the main bedroom) but suffers from a lack of headroom particularly noticeable in the rear bedroom and bathroom. The property benefits from Gas Central Heating (the boiler having been replaced recently) but there is no radiator in the kitchen.
7. The Tenant provided all the white goods in the kitchen and soft furnishings including carpeting the first floor and stairs and laying flooring to the Dining area. The tenant had replaced two of the doors downstairs. The tenants had also laid a patio at the rear and had installed two sheds and a green house in the garden.
8. Having inspected the property we looked at properties in the vicinity that had been let in the recent past including two in Lavender Court and one in St Iltyds Close which we had identified. These properties were two bed roomed and appeared on inspection to be "normal" houses with full ceiling height bedrooms to the first floor. These had been let in the recent past at £475 per calendar month.
9. In our considerations we took into account the representations made by both parties. As to the Rent the Tenant complained of the increases she had experienced over the years she had been at the property. The rent was increasing above inflation, wages were not. The Landlord merely stated that the increases were in line with Welsh Government guidelines.
10. In determining a rent under the Housing Act 1988 we are obliged to consider what the property might be let at in the open market. We cannot take into account personnel circumstances. We do take into account tenants improvements and assume that the property in the open market would be let with carpets, curtains and white goods in the kitchen.
11. In this case the limited headroom in the first floor we think would affect the market rent and given the other factors mentioned above consider that a rent of £405 per calendar month would be achievable in the open market. We therefore confirm the rent of £93.47 per week. This is to take effect from 6<sup>th</sup> April 2015 being the date specified in the Landlords Notice.
12. As to the service charge as this is variable we have no jurisdiction to deal with it under the Housing Act 1988. We would however state that the Tenant do not appear to have been aware of it prior to the Notice being served and they and their neighbour have received no benefit in the past on their properties. The Tenancy does not provide for communal grounds.
13. However as the Service Charge is variable we have no jurisdiction to make any determination

DATED this 27<sup>th</sup> day of May 2015



CHAIRMAN