

**Rent Assessment Panel for Wales**

<b>Notice of the Rent Assessment Committee Decision</b>		File Reference Number: RAC/0008/07/13-Inkerman Street
Address of Premises 43 Inkerman Street St Thomas Swansea SA1 8BU	The Committee members were Richard Payne LLB Ruth Thomas MRICS	
(1) The Committee has decided that the rent for the above premises is:  The new rent will be entered by the rent officer in the rent register.	£370 per calendar month  (This amount excludes council tax and water rates but includes any amounts entered in boxes 3-5 below.)	
(2) The effective date is: The new rent will apply from this date.	26 <sup>th</sup> September 2013	
(3) The rent is not to be registered as variable.		
(4) The amount for services is:	£0 per week	
(5) The amount for fuel charges (excluding heating and lighting of common parts) not counting for rent allowance is:	£0 per week	
(6) The rent is exempt from the maximum fair rent because of repairs or improvements carried out by the landlord.		
(7) Details (other than rent) where different from Rent Register entry:		
Date of decision: <u>26<sup>th</sup> September 2013</u>	Chairman  <u>Richard Payne</u>	
<b>If the fair rent the Committee determined was higher than the maximum fair rent, the limit on fair rent increases may apply. If this is the case, the uncapped fair rent the committee determined is shown in box 8. This is shown for information purposes only and does not affect the rent payable.</b>		
(8) The uncapped fair rent was: £N/A		



**Y TRIBIWNLYS EIDDO PRESWYL**  
**RESIDENTIAL PROPERTY TRIBUNAL**  
**RENT ASSESSMENT COMMITTEE**  
**(Rent Act 1977)**

**Reference:** RAC/0008/07/13 – Inkerman Street

**Property:** 43 Inkerman Street, St Thomas, Swansea SA1 8BX

**Landlord:** Ms C Farquharson c/o Swansea Property Agents,

**Tenant:** Ms Andrea Sellers

**COMMITTEE:** Richard Payne LLB M Phil.  
Ruth Thomas MRICS.

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

1. We were duly convened as a Rent Assessment Committee under the Provisions of the Rent Act 1977 and met at the subject property on the 26<sup>th</sup> September 2013. We had before us a reference from the Rent Officer in respect of 43, Inkerman Street (“the Property”). The landlord of the Property is Ms C Farquharson who lives in New Zealand and the property is managed on her behalf by Swansea Property Agents. The tenant is Ms Andrea Sellers.
2. The landlord through her agents, Swansea Property Agents, applied on the 22<sup>nd</sup> of April 2013 to register a fair rent of £425 per month. The Rent Officer had determined a fair rent of £373.50 per calendar month to be effective from the 12<sup>th</sup> July 2013 and the landlord’s agent had appealed against this by letter of 16<sup>th</sup> June 2013 – this is obviously in error and it must have been 16<sup>th</sup> July 2013 otherwise the objection was made before the Decision was issued.
3. Before inspecting the Property we had the application for the registration of fair rent, the Rent Officer’s determination, and the letter of 16<sup>th</sup> June 2013 from Mr Andy Smith of Swansea Property Agents formally objecting to the rent that had been registered. A Fair Rent Consultation was undertaken by the Rent Officer on 11<sup>th</sup> July 2013 and a Notice of Fair Rent was issued on 12<sup>th</sup> July 2013. An Appeal Application was made to the Rent Assessment Committee on 18<sup>th</sup> July 2013. Both parties indicated that they wished to appear at a hearing before the Rent Assessment Committee. The agents had also submitted an undated letter headed “Improvements since December 2011 for 43 Inkerman Street SA1 8BU2” which detailed the “.total cost of upgrades is £4004.02” and provided supporting invoices. We also had the notes of the Fair Rent Consultation at the property dated 11<sup>th</sup> July 2013 and prepared by the Rent Officer Mr Justin Davies.

## THE INSPECTION

4. We inspected the Property in the presence of the tenant and her partner Mr Michael Green. The landlord's agent was notified of the inspection but did not attend and was not present or represented. The Property comprises a traditionally built, two storey, two bedroomed mid terraced house in a quiet residential street in St Thomas which is within half a mile of the city centre of Swansea and only a short walk from the nearby new Swansea SA1 Waterfront development and other local amenities. The property opens directly onto the street, at the rear there is a patio and a garden area.
5. There is a small porch after which the accommodation on the ground floor comprises a living room, and kitchen. The ground floor would originally have had two rooms before the kitchen but these have been converted into one larger lounge by the tenant. The lounge contained a fire and fireplace that had been provided by the tenant. The kitchen is at the rear of the property and is part of a two storey modern extension. The kitchen has units that were all purchased and put in by the tenant, and also now has tiled floor and walls. The house is now centrally heated with radiators in the hallway, bedrooms and throughout. There is a combi boiler in the first floor bathroom which also benefits from a new bathroom suite (comprising bath, basin, WC) and re-tiling of the floor and the walls. There are double glazed upvc windows throughout.
6. Also upstairs on the first floor there is a small middle bedroom currently occupied by the tenant's daughter. This had a double glazed window. There was evidence of some damp staining in the corner at the ceiling adjoining the next house. At the front of the house was a double bedroom which benefited from a double glazed window although mould growth was evident above the window and at the front of the house.
7. Outside there is a small yard leading to a back garden which is concreted. It could be seen that the extension has a flat roof which had a new covering. The exterior of the house is rendered. There was a new white guttering arrangement externally to the back upstairs bedroom but there still appeared to be a leak from the gutter above this room with water staining evident to the exterior rear wall and dripping water evident on our inspection.

## NOTES ON VALUATION

8. The fair rent valuation sheet submitted by the Rent Officer shows a fair rent of £373.50 per calendar month and the property being exempt from the Maximum Fair Rent. A fair rent of £373.50 per calendar month was registered on 12th of July 2013 to be effective from 12<sup>th</sup> July 2013. In arriving at his initial market rent of £485 per calendar month, rent comparables ranging from £300-£550 per calendar month were considered by the Rent Officer. No written representations were put forward by the parties to the Committee and no written comparable rental evidence was produced by either party prior to the inspection.
9. Whilst both parties were given the opportunity to attend at the hearing before the Committee, in the event only the tenant Miss Sellers was in attendance. There was no communication by or on behalf of the landlord/agents as to why they had chosen not to attend and we proceeded with the hearing.

## THE HEARING

10. Miss Sellers indicated that the proposed market rent of £485 per calendar month, suggested by the Rent Officer was too much. She also addressed us upon the list of items that had been characterised by the landlord's agent as "improvements since December 2011, 43 Inkerman Street". She took issue with the written description of these improvements as "upgrades" and submitted that they were not upgrades but were essential repairs. With regard to the ground floor front window she said that the previous one was rotten and there was rotten wood also in the front door.
11. Miss Sellers gave evidence that in fact several repairs had been outstanding for a considerable period of time and in desperation she had withheld rent for some time (keeping the rent in a separate account) in order to obtain an effective response from the landlord. She said that when possession proceedings were taken against her, she was advised by her solicitors to counterclaim for disrepair and she described how the matter had gone to a County Court hearing on a date that she could not be certain of, but was less than 3 years ago, when she described that a judge ordered her to pay the rent but also ordered the landlord to carry out repairs. With regard to the list that had been provided to the Tribunal by the landlord's agent, she stated that all of those repairs bar the repair to the kitchen sink waste pipe were done as a direct result of the judgement in the County Court case.
12. Miss Sellers described how she had previously applied for a grant for central heating but the landlord would not sign the consent form and she described various health difficulties that she and her partner had endured which were not helped by the previous conditions in the house. She described that eventually she was able to obtain a grant with the landlord's consent and the central heating had been fitted but it did not cost the landlord a penny. With regard to the new bathroom suite, she said that this was fitted as a result of the court order because previously a toilet cistern had not been flushing properly and there was a hole in the bath. She again reiterated that the money that the landlord was said to have spent according to the agent's letter was for necessities not repairs and she indicated that she had spent over £2000 on the kitchen and the flooring and more than £5000 on the property overall.
13. Miss Sellers described having pointed out the damp patch in her daughter's bedroom to the landlord several times over the years although she conceded she had not done so recently, and also said that she has tried painting over this but this had not resolved the problem. She gave evidence that when she had moved into the house the kitchen and bathroom were both extremely basic and indeed in the kitchen there was only a sink and no proper kitchen units, worktops or appliances.
14. Miss Sellers accepted that the major differences since the matter was last before the Rent Assessment Committee were in the property now having full central heating throughout and having a modern refurbished bathroom.
15. Although Miss Sellers did not produce any evidence as to rents in the general locality, she did comment that she thought the landlord would never get the market rent of £485.00 a month that the Rent Officer had suggested and compared it with the rent of £475.00 per month paid by her Mother's neighbour who also lived in Inkerman Street. With regard to scarcity, Miss Sellers described there being a shortage of properties available in that there were more potential occupiers than properties

available and she felt that the particular area of Inkerman Street had now become more popular because of its proximity to SA 1 and the waterfront development.

## DECISION

16. In reaching our decision we consider the fair rent in accordance with Section 70 of the Rent Act 1977 and the principles set out in applicable case law, and calculate the maximum fair rent in accordance with the relevant regulations where applicable. The rent registered is the lower of the two.
17. We gave careful consideration to all of the evidence available before us, and taking into account our knowledge and experience we find that the market rent for a property of this type would be £475 per calendar month on the basis that the landlord provides carpeting and curtains and with central heating and double glazing. There are no carpets and curtains provided by the landlord and the landlord had only provided a very basic kitchen. In these circumstances, it is therefore appropriate to make an adjustment for the lack of carpets and curtains and to reflect the basic kitchen. We note however that the property does now benefit from central heating and double glazing.
18. We assessed the question of scarcity which the Rent Officer had assessed at £65.85 per calendar month which equates to 15% of his adjusted market rent of £439. From our knowledge and experience of the rental market in the area, we determine that there is an element of scarcity for this type of property. We find that the figure of 15% is reasonable and appropriate for scarcity.

19. We therefore calculate the fair rent as follows;

Market Rent	£475.00 per calendar month
Less adjustments:	
Lack of central heating	£0.00
Carpets and curtains	£20.00
Condition	£.00
Basic kitchen	£20.00
Double glazing	£.00
	<u>£40.00</u>
<b>Adjusted Market Rent</b>	<b><u>£435.00 pcm</u></b>
Less scarcity @ 15%	£65.25
Fair Rent	<u>£369.75</u>
Say,	<b>£370.00 per calendar month</b>

20. We then considered the provisions of the Maximum Fair Rent Order. The Order does not apply if the fair rent of the property has increased by 15% or more of the previously registered rent due to repairs/improvements carried out by the landlord since the last registration. The last registered rent

was £247.50 per calendar month on 16<sup>th</sup> November 2010. The figure of £37.12 is 15% of £247.50. The fair rent of the property has accordingly increased by more than this amount since last registration owing to the repairs undertaken by the landlord. These are principally the central heating and bathroom. Notwithstanding that the central heating was funded by grant works, the landlord needed to sign off on these and it is now the responsibility of the landlord to service and maintain the central heating. It is also the case that, even if the landlord undertook repairs owing to a court order, these are nevertheless repairs and improvements that the Committee have to take into account since they were carried out since the last registration.

21. We therefore determine the rent to be registered, exclusive of rates and taxes, at £370 per calendar month. We record that the date of our decision was the 26<sup>th</sup> September 2013.

DATED this 31<sup>st</sup> day of October 2013

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end.

CHAIRMAN