

Y TRIBIWNLYS EIDDO PRESWYL

RESIDENTIAL PROPERTY TRIBUNAL (WALES)

RENT ASSESSMENT COMMITTEE

Reference: RAC/0014/03/20

In the Matter of: 17 West Road, Monkwood, Usk, Monmouthshire, NP15 1QR

Application: Section 13(4) of the Housing Act 1988 (as amended)

The Committee: Chairman : J. Rostron
Valuer Member : R Baynham FRICS

Applicant: P & D Lewis

Respondent: Mountview Estates P.L.C.

DECISION

1. We were duly convened as a Rent Assessment Committee under the provisions of the *Housing Act 1988* (the "Act") by means of video conferencing because of the COVID-19 Pandemic on the 3rd March 2021. The Application before us was the reference of a Notice proposing a new rent under an Assured Periodic Tenancy. On the 14th of January 2020 the Landlord, Mountview Estates P.L.C. had served a Notice proposing a new rent of £510.00 per month in place of the existing rent of £486.53 per month. The rent applied was in respect of 17 West Road, Monkwood, Usk, Monmouthshire, NP15 1QR. ("the Property"). It was proposed that the starting date for the new rent would be the 1th April 2020. P Lewis and D Lewis objected to the increase and gave notice of application which was undated but received by the Committee on 18th March 2020,

The Law

2. Section 13(2) of the Act requires a Landlord seeking to increase the rent of an assured periodic tenancy to serve on the Tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy.
3. For the notice to be valid it must comply with various requirements set out in Section 13(2) of the Act as amended by the *Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003*.
4. If the notice is valid, Section 14 of the Act requires the Committee to determine the rent at which it considers the Property might reasonably be let in the open market by a willing Landlord under an assured tenancy and in so doing the Committee must disregard the effect on the rental value of any relevant Tenants improvements.
5. Section 13(2) of the Act confirms (amongst other things) the start date for the proposed new rent must not be earlier than
“(c) if the rent under the tenancy has previously been increased
(ii) the appropriate date”

6. The appropriate date is defined in Sections 13(3)A and 3(B) of the Act as being a minimum of 52 or 53 weeks after any previous rent increase.
7. Section 13(1)(b) explains the jurisdiction ...” This section applies to – any other periodic tenancy which is an assured tenancy, other than one in relation to which there is provision, for the time being binding upon the Tenant, under which the rent for a particular period of the tenancy, will or may be greater than the rent for an earlier period”.

INSPECTION

8. The Surveyor member of the Committee inspected the Property on 2 March 2021 both internally and externally prior to the Hearing. He was accompanied by the Tenants. The Property is situated at Monkwood which is approximately 3 miles from Usk and is located on a development of similar type houses which were constructed for key workers at the adjacent Royal Ordnance Factory. There is a roadway of slightly more modern houses to the rear of West Road which were also built in connection with the Ordnance Factory. The development is relatively small and although set in countryside is close to the access road to the Factory.
9. The development is situated some 3 miles from the nearest shops, garage and school and public transport is limited to 2 bus services a day and consequently a vehicle is essential to living on this Estate.
10. The Property comprises a semi-detached end of link 2 storey house built approximately 80 years ago and is conventionally constructed having brick cavity exterior walls which have been cement rendered and an original slate roof over the main structure and a composite slate roof over the rear single storey kitchen extension. The windows and doors are double glazed uPVC units and the Property has the benefit of cavity wall insulation and gas central heating.
11. The accommodation on the ground floor consists of an Entrance hall, lounge, dining room, kitchen and leading from the entrance hall there is a bathroom and a separate w / c. On the first floor there is a landing, a double bedroom and two other 3 /4 size bedrooms.
12. The front garden, which overlooks open land, is laid in grass with a paved path leading to the side front door while the rear garden, which is of a good size, has a small wooden decking area while the remainder is grassed. There are two garden sheds. There is a relatively large communal car park for residents some 100 yards from the house. The exterior of the Property has been maintained to an acceptable standard although the original slate roof is reaching life expiry and the Landlord has previously installed cavity wall installation and double-glazed windows. At the time of the inspection there was no indication of water penetration although the Tenant stated that there was sometimes a damp patch on the ceiling of the main bedroom. The interior of the property has been well maintained by the Tenant.
13. The Tenant has, over the years, undertaken improvements and upgrades to the house including a shower and tiling to the bathroom, laminate flooring to some rooms, a wood burning stove to the dining room in place of the previous old gas fire, decking to the rear garden and recently replaced the base and wall units to the kitchen.

EVIDENCE

14. Applicant’s written submission is the formal undated application received by the Committee on 18th March 2020 which states the Property consists of: “A terraced house, with 3 bedrooms,

bathroom. W.C., living room, dining room, kitchen, and gardens at front and rear.”. Regarding maintenance they state: “There is an annual charge for the upkeep of common areas on the estate and sewage”. Concerning improvements, they state that they have: “Installed a new kitchen”.

15. The Respondents have not submitted a statement of case.

DECISION

16. The Application is not dated although it has been date stamped when received by the Tribunal on 18th March 2020. There is reference in the Application to the Tenant paying a separate sum for sewerage although during the inspection the Tenant was unaware of the amount and stated that he had not paid it for some years.
17. Neither the Applicant or Respondent had provided any comparables on which the Committee could take a view in determining an appropriate rent. The Committee’s Surveyor could not secure any reliable comparable evidence of rental values because of the absence of same and the remote rural location of the Property.
18. The Landlord’s Notice gives a start date of the 1st April 2020 for the proposed rent increase. However, the tenancy agreement dated 5th December 1989 states: “For the term of one month from 24th day of November 1989 and thereafter from month to month until the tenancy shall be determined at the end of the first or any subsequent month thereafter by either party giving to the other not less than one month’s previous notice in writing to determine the tenancy. At the rent of £1440 per annum to be paid weekly in advance.”
19. The Committee considered the explicit wording of the Tenancy agreement and decided that it constituted a monthly periodic tenancy commencing on the 24th of each month. The Landlord’s Notice specifies that the existing rent is paid monthly and the new rent will commence on the 1st April 2020. The proposed start date being 1st April 2020 invalidates the Notice as it should commence on the 24th day of the month.
20. The Committee carefully considered the above and using its own skill and experience determined that the appropriate rent should be £500 per calendar month. However, it found that the Landlord’s Notice was invalid because of the proposed start date for the new rent but felt that once a correct Landlord’s Notice had been served the determined rent as here before stated would apply.

The Committee accordingly determine that the rent should be £500.00 per calendar month and the rent should take effect from the 24th of April 2021 provided the Tenants Notice is served on or earlier than 24th March 2021. For the purpose of the Housing Act 1988 it is declared that the Committee made its decision on the 3 March 2021.

DATED this 12th day of March 2021

J Rostron
Chairman
Rent Assessment Committee.

The Law & Appeal to the Upper Tribunal

1. Section 231 of the Housing Act 2004 allows a party following a refusal to appeal from the Residential Property Tribunal to seek permission from the Upper Tribunal.
2. Regulation 37 of the *Residential Property Tribunal Procedures and Fees (Wales) Rags, 2016* explains the appeals procedure.
3. Part 3 of the *Tribunal Procedure (Upper Tribunal) (Lands Chamber) Rules 2010 S.1. 2010 No. 2600 (L.15)* as amended explains the process for making an application to appeal.
4. You must apply for permission to appeal in writing to be received by the Tribunal no later than 14 days after the date on which the tribunal that made the decision under challenge sent notice of its refusal of permission to appeal to the Applicant.

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