

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL (WALES)
RENT ASSESSMENT COMMITTEE

Reference: RAC/0002/09/20

In the Matter of: Flat 2, Number 1 Princess Road, Old Colwyn, Conwy, LL29 9PS

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

The Committee: Chairman: Trefor Lloyd
Valuer member: Roger Baynham FRICS
Lay member: Bill Brereton

Applicant: Ms Fiona Parsons-Davies

Respondent: Castle Mound Estate Ltd – Represented by Mr Michael Ewer

DECISION

Summary of Decision

1. For the reasons given below, the Rent Assessment Committee hereby determines that the rent at which the material premises might reasonably be expected to be let in the open market by a willing landlord under an assured shorthold tenancy in September 2020 is £625 per month. In the circumstances, an increase of £125 per month effective from the 26th December 2020.

The Application

2. The Applicant Ms Fiona Parsons-Davies is the tenant of Flat 2, Number 1 Princess Road, Colwyn Bay, Conwy, LL29 9PS (“the Premises”). The Applicant occupied the premises initially under an Assured Shorthold Tenancy dated 30th October 2015 with a fixed term of 6 months from the first rental payment. The rent was set at £500 per month. That agreement was superseded by a further Assured Shorthold Tenancy agreement dated 26th August 2016 with the term expressed as commencing on the 26th of July 2016. The Tenancy was for a fixed term of 6 months and the rent was £500 per month payable in advance by standing order on the 26th of each month. Under that agreement, the tenants are responsible for the payment of all of the utility bills. As the tenancy is outside its fixed term it continues upon a periodic basis.
3. The Respondent, Castle Mount Estate Limited, is the freehold owner and landlord of the Premises having acquired the freehold of the entire property including the Premises after the tenancy was granted to the Applicant.
4. By notice dated 14th of August 2020 (“the Notice”) the Respondent served notice under section 13(2) of the Housing Act 1988 (as amended) – hereafter “the Act” - proposing an increase in the rent from £500 to a new rent of £650 which was to commence on 26th September 2020. Despite the Applicant having been a Tenant since 2015 this was the first time that a rent increase had been proposed under the Tenancy.

5. By Application dated 25th August 2020, the Applicant applied to this Committee under section 13(4) of the Act with the result that the Notice has been referred to the Committee to address the question of the proposed rent increase. Namely, the additional £150 per month.

The Premises

6. A Valuer Member of the Tribunal undertook an inspection both internally and externally on the 25th March 2021. The Tenant, Mrs. F. Parsons- Davies was present although the Landlord, Castle Mound Estates Limited did not attend.
7. The property is located in Old Colwyn to the south of the A55 Expressway and is mainly a dormitory suburb to the adjacent centre of Colwyn where most amenities and facilities are available. The property comprises a relatively large flat in a 3 storey building located on the corner of 2 main roads, namely Princess Road and the A547, being the busy Abergele Road.
8. The entire building is owned by the Respondent Company and consists of 2 self-contained shops on the ground floor, a flat on the first floor occupied by a statutory tenant, who has been in occupation for circa 60 years, and the subject flat on the 2nd floor. One of the shops is a newsagent while the other is a kebab takeaway. The Committee were informed that they were open between the hours of 06.00 and 22.00 and 16.30 and 02.30 respectively.
9. The building was built around 1900 and has solid stone exterior walls with a pitched slate roof. The window casement frames are in wood and are not double glazed.
10. The accommodation of the second floor flat consists of a living room, kitchen, 2 double bedrooms, box room, and a landing leading to the bathroom, having a bath with shower over (provided by the tenant), wash hand basin and a w/c. Although the property has the benefit of gas central heating it does not have any amenity or car parking space.
11. The Valuer Member identified a number of items which require attention, repair and / or replacement :-
 - (i) The communal ground floor providing access to the flats is insecure.
 - (ii) There is damage to the ceiling in the shared lobby.
 - (iii) There is a window that is designated as a ' fire escape window ' but it does not comply with current building regulations.
 - (iv) The wooden casement window in the kitchen is not working.
 - (v) There are cracked and loose ceramic floor tiles in the kitchen.
 - (vi) There are damp stains to the wall in Bedroom 1 although these appear to be historic.
 - (vii) There is disintegration of the plaster in Bedroom 1 adjacent to the bay window which has a high moisture content.
 - (viii) The right hand window in Bedroom 2 is not working and the frame is in poor condition.
 - (ix) There are damp stains in Bedroom 2 adjacent to the chimney breast.
 - (x) There is a large hole in the broken window in the Bathroom which was present when the Applicant took occupation and has been covered by a plastic sheet.
 - (xi) There are cracked and loose ceramic tiles in the Bathroom.

12. The Applicant informed the Committee that the property was let unfurnished and although there were floor coverings when she took occupation she has supplied - or been given - the curtains and the white goods.
13. Following an inspection, the hearing was undertaken remotely on the 30th of March 2021. The Applicant appeared in person and the Respondent was represented by Mr Michael Ewer a Director of the Respondent Company.

The Statutory Provisions

14. The material provisions that govern this application are to be found in sections 13 and 14 of the Housing Act 1988 as amended. For ease of reference, we recite those provisions in full. Section 13 is in the following terms:

13 Increases of rent under assured periodic tenancies

(1) This section applies to—

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on 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.

(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may 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 specified in the notice, being a period beginning not earlier than—

(a) the minimum period after the date of the service of the notice; and

(b) except in the case of a statutory periodic tenancy—

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began;

(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14 below—

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect;

(ii) in any other case, the appropriate date.

(3) The minimum period referred to in subsection (2) above is—

(a) in the case of a yearly tenancy, six months;

(b) in the case of a tenancy where the period is less than a month, one month; and

(c) in any other case, a period equal to the period of the tenancy.

(3A) The appropriate date referred to in subsection (2)(c)(ii) above is—

(a) in a case to which subsection (3B) below applies, the date that falls 53 weeks after the date on which the increased rent took effect;

(b) in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.

(3B) This subsection applies where—

(a) the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 below on at least one occasion after the coming into force of the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003; and

(b) the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.]

(4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—

(a) the tenant by an application in the prescribed form refers the notice to the appropriate tribunal; or

(b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.

(5) Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

15. By reason of the above provisions, where the tenancy includes no term allowing rent increases then to secure a rent increase in respect of a periodic assured tenancy (including a periodic assured shorthold) the landlord must serve a notice under section 13(2) of the Act in prescribed form.

16. Under section 13 there are three requirements for the starting date specified for the new rent in any notice:

(i) The proposed new rent must be to take effect at the beginning of a new period of the tenancy (per s. 13(2)). In the case of a monthly tenancy commencing on 26th July 2016, a new rent must accordingly commence on the 26th of the month.

(ii) For a monthly tenancy, the minimum period of notice given before the proposed new rent can take effect is a month (per s. 13(3)(b)).

(ii) In most cases, the starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the tenancy commenced or the date on which the rent was last increased under section 13.

17. Section 14 of the Act adds the following:

14 Determination of rent by tribunal

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to the appropriate tribunal a notice under subsection (2) of that section, the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;

(b) which begins at the beginning of the new period specified in the notice;

(c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and

(d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded— (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

(b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—

*(i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
(ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and*

(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—

(a) that it was carried out not more than twenty-one years before the date of service of the notice; and

(b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

(c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(3A) In making a determination under this section in any case where under Part I of the Local Government Finance Act 1992 the landlord or a superior landlord is liable to pay council tax in respect of a hereditament (“the relevant hereditament”) of which the dwelling-house forms part, the appropriate tribunal shall have regard to the amount of council tax which, as at the date on which the notice under section 13(2) above was served, was set by the billing authority—

(a) for the financial year in which that notice was served, and

(b) for the category of dwellings within which the relevant hereditament fell on that date, but any discount or other reduction affecting the amount of council tax payable shall be disregarded.

(3B) In subsection (3A) above—

(a) “hereditament” means a dwelling within the meaning of Part I of the Local Government Finance Act 1992,

(b) “billing authority” has the same meaning as in that Part of that Act, and

(c) “category of dwellings” has the same meaning as in section 30(1) and (2) of that Act.]

(4) In this section “rent” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1)(a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.

(5) Where any rates in respect of the dwelling-house concerned are borne by the landlord or a superior landlord, the appropriate tribunal shall make their determination under this section as if the rates were not so borne.

(6) In any case where—

(a) the appropriate tribunal have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as “the section 6 reference”) and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as “the section 13 reference”), and

*(b) the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above, and
(c) the [appropriate tribunal] propose to hear the two references together, the [appropriate tribunal] shall make a determination in relation to the section 6 reference before making their determination in relation to the section 13 reference and, accordingly, in such a case the reference in subsection (1)(c) above to the terms of the tenancy to which the notice relates shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.*

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the committee may direct.

(8) Nothing in this section requires the appropriate tribunal to continue with their determination of a rent for a dwelling-house if the landlord and tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.

(9) This section shall apply in relation to an assured shorthold tenancy as if in subsection (1) the reference to an assured tenancy were a reference to an assured shorthold tenancy.

18. The terms of section 14 are self-explanatory. In most applications (including the present) the provisions for consideration are broadly confined to sections 14(1) to (3) and 14(7).

Evidence and Representations

19. The parties each provided written representations which were received by the Committee. We have had regard to the entirety of the parties written and oral submissions.

20. The Applicant in her written submissions stated that:

- (i) She had at her expense replaced a socket and placed sealant around the bath and sink in the bathroom and on the kitchen work surfaces.
- (ii) The water supply to the premises was disrupted for 60 hours from the morning of the 5th August 2020 and was re-instated without explanation raising the issue if it could occur again.
- (iii) The Premises was unfurnished but carpeted throughout when the Tenancy commenced.
- (iv) There have been several leaks with water dripping down the chimney when it rains. The worst leak in one of the bedrooms went on for over 12 months but has now been resolved after intervention by the local authority.
- (v) All windows are single glazed, with some sash cords broken, are difficult to open and there are gaps in some of the frames.
- (vi) The bathroom window had a tennis ball sized hole that was present when the tenancy commenced.
- (vii) Floor tiles in the kitchen and bathroom are cracked and a trip hazard.
- (viii) The main communal door and stairwell are in a poor condition with the door insecure, is often left open by the takeaway staff and there have been issues with drunken people in the stair well in the early hours of the morning.

- (ix) The Applicant considers the rent increase as another way for the Respondent to seek to gain possession having been unsuccessful on two previous occasions.
- (x) The Applicant states she does not feel the increase is fair given the condition of the Premises and the entire property.
- (xi) The Applicant has also forwarded the Committee a copy of an e mail from the Respondent which she states is relevant to her case.

21. Accompanying the submission were letting particulars for six rental properties taken from Rightmove. The first four were sourced in November 2020 at the time the submissions were filed and served and the remaining two in February 2021. Those properties were:

- (i) A 2-bedroom apartment being flat 3, 18-20 Penrhyn Road Colwyn Bay The advertised rental is £475 per month.
- (ii) A 2-bedroom house in Denbigh. The advertised rental is £495 per month.
- (iii) A 2-bedroom house in Bodelwyddan. The advertised rental is £545 per month.
- (iv) A 2-bedroom cottage in Tal y Bont. The advertised rent is £450 per month.
- (v) A 2-bedroom flat on Mostyn Road Colwyn Bay. The advertised rent is £495 per month.
- (vi) A 3-bedroom apartment at Woodland Road West Colwyn Bay. The advertised rent is £450 per month.

22. At the hearing the Applicant:

- a. Re-iterated the above points. She again questioned the Respondent's motive for the rent increase and said she considered it was another way to resume possession.
- b. Confirmed she and her two adult children lived at the Premises.
- c. When asked by the committee if she considered there should be a rent increase bearing in mind the rent had been static for over 5 years she said a modest one was applicable of £50 per month and that the other comparables the Respondent relied upon were in relation to either modern built blocks or properties that had been modernised with double glazing and modern fittings. The damage and the damp did not warrant a £150 per month increase.
- d. The same was especially as the Premises was above a kebab shop (that opened at 16.30pm and closed at 02.30am) and a newsagents shop (that opened at 6.00 am and closed at 22.00pm).
- e. There was a protected tenant in the flat below the Premises paying £480 per month.

23. The Respondent's written submissions presented by Mr Ewer stated:

- (i) There had never been any attempt to evict the Applicant and her family. All that had happened was the Respondent had attempted to gain possession through the court and on both occasions had been unsuccessful.
- (ii) The Tenancy requires the Applicant to "keep the interior of the property (Including any doors windows and skylights) clean tidy and in good repair and condition. Whilst conceding that statute may override some requirements asserts that the largest part of disrepair is the liability of the tenant.
- (iii) The rent should be assessed by considering what condition the Premises should be in according to the tenancy and not its current condition.
- (iv) The Premises is "over-occupied" leading to accelerated wear and tear.
- (v) On the 23rd of February there were only 8 two bedroom flats on the market to let in Colwyn Bay. Discounting the lowest (£495) and highest the range was £575-£675 average £611.

- (vi) The Applicant needed a 3 bedroom flat and no Landlord would let a 2 bedroom flat in those circumstances without a premium of between £50 and £100 per month resulting in rental of between £661-£771 per month.
- (vii) 3 Bed units in the area command a rental of £900 therefore £650 is reasonable given the use of the premises by the Applicant and family.
- (viii) Letting to a tenant in receipt of housing benefit carries a higher risk thus a landlord can insist upon a higher rent. The Tribunal cannot attach one fixed rent to any particular flat.
- (ix) The intention has always been to gain possession, renovate and sell to a buy to let investor.
- (x) If the Committee is not persuaded that the rent contended for is fair the Respondent's only option is to return to Court to seek possession.

24. Accompanying the submission were letting particulars for eight rental properties taken from Rightmove. They were sourced in February 2021. Those properties were:

- (i) A 2 bedroom flat, Mostyn Road, Colwyn Bay. The rental is £475 per month
- (ii) A 2 bedroom flat, Belgrave Road, Colwyn Bay £575 per month.
- (iii) A 2 bedroom flat, Rivieres Road, Colwyn Bay. The rental is £575 per month.
- (iv) A 2 bedroom flat, Woodland Park, Colwyn Bay. The rental is £575 per month.
- (v) A 2 bedroom apartment, Penrhyn Avenue, Rhos on Sea. The rental is £595 per month.
- (vi) A 2 Bedroom flat, South Place, Rhos on Sea. The rental is £675 per month.
- (vii) A 2 Bedroom flat, Abbey Road, Colwyn Bay. The rental is £675 per month.
- (viii) A 2 bedroom apartment, St Lukes, College Avenue, Rhos on Sea. The rent is £800 per month

25. At the hearing Mr Ewer relied upon his written submission and also stated:

- (i) Respondent had complied with all Council requirements or demonstrated some were not relevant.
- (ii) The Respondent is bound by the terms of the Assured Shorthold tenancy as is the Applicant.
- (iii) The property was over occupied – 3 adults need 3 bedrooms the lounge had to be used as a bedroom.
- (iv) He confirmed the Respondent owned the freehold to the entire building and when asked about his comparable reiterated what was included in his written submissions that the over occupation entitled a greater rent, the investment criterion had to be considered in setting the rent and it was not a straight line calculation.
- (v) He had checked Rightmove on the morning of the hearing. Only 3 flats were available within a 3 mile radius being Chatsworth Close (£725 pcm); Oak Drive £771 pcm and St Lukes in Rhos on Sea £850pcm.
- (vi) In the circumstances the rent contended for is more than fair.

Determination

26. There are two issues that require determination.

- (I) First, was the section 13 Notice valid and, if not what is the result.

- (III) Second, are there any grounds for determining that the Applicant would suffer undue hardship if the new rent were to come into force on the 26th of September 2020 and should the Committee fix a later date for the commencement of a new rent under section 14(7) of the Act.

Was the Notice Valid

27. No issue was taken by the Applicant as to the validity of the notice. For the sake of completeness however we have considered it and find that it was a proper and valid Notice.

Appropriate Rent

28. We determine that the rent at which the premises might reasonably have been expected to let in the open market in September 2020, having regard to the factors in Section 14 of the Act was £625.00 per calendar month. We have reached that determination for the following reasons:-

- (i) Despite the Applicant painting a picture of the poor state and condition of the property we have the benefit of the Surveyor Member's inspection and find as a fact that the premises was fundamentally sound and to a decent standard (given the age of the property) in September 2020.
- (ii) The above finding of fact is subject to the Committee's acceptance of the defects identified by the Applicant and more specifically the matters referred to by the Valuer Member as repeated at Paragraph 11 of this Judgement.
- (iii) The Committee does not accept the Applicant's comparable evidence in this matter. Three properties relied upon are some distance away and are two bedroomed houses as opposed to flats / apartments.
- (iv) The Committee prefers the comparable evidence produced by the Respondent. Although some of the comparable evidence supplied are at the higher end of the rental scale and seemed to be of premises that offered a higher quality accommodation they were all apartments /flats that are within closer proximity to the Premises than the comparable properties advanced by the Applicant.
- (v) The Committee takes on board the fact that the premises is a second floor flat above a takeaway and newsagent, the issues relating to noise and security in respect of the common parts.
- (vi) The Committee also bears in mind that for whatever reason the rent has not been increased since the tenancy commenced in October of 2015 and there is no evidence that the rent at that stage was high at the time the tenancy commenced.
- (vii) The Committee does not accept the Respondent's argument that the majority of matters complained of were as a result of the Applicant's actions and are the responsibility of the Applicant under the tenancy agreement. Section 11 of the Landlord and Tenant Act 1985 clearly demonstrates the obligations in relation to lettings of this nature.
- (viii) The Committee does not accept the Respondent's submissions that due to the fact that there are three adults living at the property the rent for the property should be at a premium and should be compared to a three bedroomed apartment in the same locality. The Committee is tasked with determining the rent for a two bedroom apartment.
- (ix) The Committee determines that £500 is well below the current market level for the premises as described in the condition demonstrated by the evidence before us and whilst we consider the rent contended for by the Respondent to be too high given the nature and condition of the property we also find that the concession made by the

- Applicant in her evidence that an increase of £50.00 per calendar month up to £550.00 per calendar month would be the fair and reasonable rent for the property is too low.
- (X) Considering all the evidence, comparable lettings and having made our own enquiries and utilising our expertise, the Committee determines that the market rent for the property given all the circumstances and considerations should be £625.00 per calendar month.

Section 14(7) and “Undue Hardship”

29. During the hearing neither party provided submission as to the question of whether or not any revised rent should be effective from the Notice date i.e. 26th September 2020. As a consequence the parties were invited to file and serve written submissions on the point.

30. The Applicant in her submissions states that:

- i. The date of implementation of any increase in rent if one was to be awarded should be the 1st May 2021 being the next period the rent is due. The rationale behind that being that it would give her time to apply for housing benefit for an increase or time to consider her financial options.
- ii. As to the issue of backdating of the rent she submits extreme hardship as she would not have any time to seek backdated housing benefit. Neither would it allow her time to allow her to examine her financial situation.
- iii. In terms of her managing the situation, she does not provide much information other than that “things are very tight”. She is the primary carer for her elderly mother who suffers from Parkinson’s, dementia and TIAS.
- iv. Her low income is derived from a Carer’s Allowance and a small Armed Forces Widow’s Pension meaning she has no excess to have put anything to one side to cover the backdating.
- v. Her two daughters already contribute to household bills.
- vi. Any backdating might result in her having to leave the property and for her and her family to become homeless with extreme distress to all family members.
- vii. She asserts that she is already at the upper limit of available benefits.

31. The Respondent via Mr Ewer submits as follows:

- (i) No benchmark is given as to the interpretation of undue hardship. He cites the definition from the Cambridge dictionary as meaning “to a level that is more than is necessary, acceptable reasonable” and from the Collins Dictionary as “a thing that is greater or more extreme than you think is reasonable or appropriate”.
- (ii) The Applicant has conceded that there are three adults living in the premises and thus three income streams whether from paid work or benefits.
- (iii) The Applicant should have acted in a prudent manner as she could not guarantee there would be no rent increase once the Notice was served.
- (iv) If she considered the market rent to be an undue hardship, she should have looked for alternative accommodation.
- (v) The fact that the Applicant has not moved either points to the fact that the new rent does not cause undue hardship or alternatively she cannot find alternative accommodation at a lesser rent than the figure contended for.

SECTION 14 (7) and “undue hardship”

32. The Applicant in her submissions does not provide detail in relation to whether or not her daughters are in employment or in receipt of benefits. Whilst we note she describes her situation as being “extremely tight” other than stating that she is at the upper limit of benefits available to her no further evidence was advanced. It also appears that whilst her adult daughters contribute to household bills she is silent as to whether or not they contribute towards the rent. The fact that the Applicant herself may be at the maximum benefits allowance is not a matter the Committee can take into consideration in relation to setting the market rent. It may however be relevant in relation to the question of undue hardship.
33. We accept the Respondent’s point that the Applicant would have understood the process and from the outset was given sufficient warning as to the date for any rental increase should the Committee have determined an increase accordingly. We do consider that in the Applicant’s circumstances in relation to the evidence presented which we accept as truthful that to award a rental increase from £500.00 to £625.00 from the 26th September 2020 when the decision is being handed down in March of 2021 would amount to undue hardship to the Applicant given her specific circumstances.
34. We do not however accept the Applicant’s submission that the rent increase should only take effect from the 1st May 2021 and Order that the increase takes effect from the 26th December 2020 being approximately the midpoint between the rent review notice date and the date of the hearing. Section 14(7) does not allow the new rental period to begin later than the date the rent is determined in any event.

Dated this 26th day of April 2021

Chairman