

Y TRIBIWNLYS EIDDO PRESWL
RESIDENTIAL PROPERTY TRIBUNAL
RENT ASSESSMENT COMMITTEE

Reference: RAC/0009/01/21

In the matter of Homeleigh, Spring Gardens, Whitland, Carmarthenshire, SA34 0HL

And in the matter of an Application under section 13(4) of the Housing Act 1988

Applicant: Alec McKinney

Respondent: Noel Guilfoyle

Tribunal: Andrew Grant (Chairman)
Peter Tompkinson (Surveyor)

Decision

The Committee determine that the market rent for the property is £600.00 pcm. The said sum being payable from the 17th January 2021.

Reasons

1. This is an application by Mr. Alec McKinney (“the Applicant”) who is the tenant of the property known as and situate at Homeleigh, Spring Gardens, Whitland, Carmarthenshire, A34 0HL (“the Property”).
2. The Applicant occupies the Property pursuant to the terms of an Assured tenancy agreement which commenced on the 14th June 2019. The original term was for a period of 6 months which has now expired but the Applicant has remained in occupation under the terms of a statutory periodic tenancy.
3. By his application, the Applicant seeks to challenge the notice of increase of his rent which was served upon him by the Respondent on the 23rd November 2020, which proposed an increase to his rent from £600 to £675 per calendar month (“pcm”) with such increase to take effect from the 17th January 2021.
4. The application was dated the 7th January 2021. Directions were issued on the 21st January 2021. In compliance with those directions, the Applicant filed and served its evidence in the

form of a statement from the Applicant and which is dated the 10th February 2021. The Respondent filed and served his evidence which took the form of a statement from the Respondent and which was dated the 12th February 2021.

5. The matter was listed for a determination on the papers. The determination took place on the 16th April 2021.

The Property

6. The Surveyor member of the Committee inspected the Property on the 15th April 2021.
7. The property is an end terraced three - bedroom house originally built circa 1900. The Property has a dual pitched concrete tiled roof, rendered elevations, white plastic rainwater goods and double - glazed plastic windows and doors. To the rear of the Property, a single storey kitchen extension has been erected. The Property fronts the main road running through the centre of the town. To the rear is a yard area laid to concrete slabs and a further hard standing area leading to the rear access lane.
8. The accommodation on two floors comprises an entrance hallway with door off to an open plan living room leading up two steps to the new kitchen extension. There is an under stairs cupboard but this is not available for use by the tenant. On the first floor are two medium sized bedrooms, a box room and a bathroom.
9. The Property is in reasonable condition for its age and construction type. It is connected to all mains services and has the benefit of gas central heating provided by a wall mounted boiler located in the first - floor rear bedroom.

The deliberations

10. Pursuant to section 13 (2) of the Housing Act 1988, a landlord may serve notice in the prescribed form for the purposes of securing an increase in the rent under a tenancy. In the current case, the relevant notice was served on the Applicant and was dated the 23rd November 2020. The Committee is satisfied that the said notice is valid.
11. Section 14 (1) of the Housing Act 1988 (“the Act”) states that in determining the Applicable rent the Tribunal shall determine the rent at which the Tribunal considers that the dwelling house concerned might reasonably be expected to be let in the open market by a willing landlord under an Assured tenancy having regard to those matters set out in paragraph 14 (1) (a – d) whilst disregarding those matters which appear at paragraph 14 (2) (a -c).
12. In the current Application, the Respondent proposes to increase the monthly rent (including service charge) from a figure of £600 to a new figure of £675 being an increase of £75.00 pcm.

13. The Applicant asserts that the Respondent is not entitled to seek to increase the rent as there was an agreement in June 2020, that the Respondent would not seek to increase the rent if the Applicant arranged for the property to be thoroughly decorated each year at his own expense. The Applicant asserts that he honoured the agreement and thoroughly decorated the property.
14. Aside from reliance on this agreement, the Applicant did not seek to rely upon any comparable rents being charged on other similar properties in the area.
15. The Respondent in his evidence acknowledged the agreement, but stated that it was only for a period of 6 months and was not to be an ongoing arrangement.
16. The Respondent also sought to rely upon various comparable properties as indicating that the proposed increase in rent to £675 per month was indicative of the market rent for the Property. In that regard, he referred to a number of letting agents particulars of properties which were available to rent.
17. The Respondent also sought to rely upon the written valuation of a firm of Letting Agents called FBM Residential Lettings ("FBM") which had offices based in Pembroke. They had provided an e mail dated the 26th January 2021 which indicated that, in their opinion, the market value of the property was £695.00 pcm.
18. This essentially was the entirety of the evidence.
19. The Committee considered the comparable evidence that had been put forward by the Respondent. The only property that was situated in the locality was the property known as "Maes Abaty" which was situated in Whitland. The others were situated outside of the area and in consequence the committee did not find them of particular assistance. Additionally, it was noted that none of the comparables related to concluded transactions and the committee considered them to be no more than aspirational rental values.
20. As with the other comparable evidence submitted by the Respondent, the property known as Maes Abaty was not a concluded transaction and the evidence was therefore not of a concluded rent but rather an aspirational rent. The property was much more modern than the subject property and was situated in a different and newer part of the town. In consequence, the committee felt that it could probably command a higher rent than the subject property.
21. The subject property was older and situated in an older part of the town. It was situated on a busy road with restricted parking available. The Property itself was showing signs of its age and was looking tired both externally and internally.
22. Whilst the Committee considered the e mail from FBM and the value contained therein, it was considered that whilst certain properties in the town may be able to achieve the figure

quoted, the subject Property was unlikely to achieve that level of return or indeed the level sought by the Respondent. The committee's view was affirmed by the fact that much newer properties such as Maes Abaty were being offered at similar rents yet they were much newer properties and were in better condition.

23. There was no further evidence placed before the committee.
24. The Committee determine that the current rent of £600 reflects the market rent for the property in its current condition. The proposed rent of £675 pcm was considered to be too high and not supported by the evidence.
25. Having reached this conclusion, the Committee did not have to make any findings upon the terms of the alleged agreement referred to by the parties.
26. Given the conclusion set out above, the committee determines that the rent which one could reasonably expect to receive in respect of the subject property is £600.00 pcm.
27. The current application proposes a rent of £675 pcm which is in excess of what the committee considers the appropriate market rent to be.
28. Accordingly, the committee determine that the rent of £600pcm shall continue in effect from the 17th January 2021, being the date specified in the Respondents notice.

Dated this 24th day of May 2021.

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A Grant
Chairman