

**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

2 Castellor Estate,
Cemaes Bay
Anglesey
LL67 0NP

The Committee members were

J P M Jones
Colin Williams MRICS
H E Jones

Landlord

Richard A Carter & Susan Carter

Address

c/o Tudor Owen Roberts Glynne & Co
6/8 Stanley Street, Holyhead, Anglesey LL65 1HG

Tenant

Gordon Pritchard & Julie Pritchard

1. The rent is:

£480

Per

Calendar
Month

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

2. The date the decision takes effect is:

30 April 2013

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

NIL

Per

4. Services charges are variable and are not included – Not Applicable*5. Date assured tenancy commenced**

March 1993

6. Length of the term or rental period

Monthly

7. Allocation of liability for repairs

Landlord & Tenant Act 1985

8. Furniture provided by landlord or superior landlord**9. Description of premises**

Detached bungalow in own grounds with accommodation comprising external entrance porch, living room and dining area, kitchen, 2 bedrooms and box room, bathroom/wc/shower room, utility room, garage.

Signed by the Chairman of the
Rent Assessment Committee.

Date of Decision

18 June 2013

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

Reference: RAC/0002/04/013 Castellor Estate

Property: 2 Castellor Estate, Cemaes Bay, Anglesey LL67 ONP

Landlord: Richard A Carter and Susan Carter

Tenant: Gordon Pritchard and Julie A Pritchard

COMMITTEE: J D M Jones Chairman
Colin Williams FRICS
H E Jones

REASONS FOR THE DECISION OF THE RENT ASSESSMENT COMMITTEE

sitting on the 18th June 2013

at

**Menai Bridge War Memorial Community Centre, Caer Berllan, Lon Las, Porthaethwy, Gwynedd
LL59 5BT**

1. We convened as a Rent Assessment Committee under the provisions of the Housing Act 1988 ("the Act") on the 18th June 2013 at Menai Bridge War Memorial Community Centre, Caer Berllan, Lon Las, Menai Bridge, Gwynedd. We had before us a application in respect of 2 Castellor Estate, Cemaes Bay, Anglesey ("the Property"). In 1993, Mr R A Carter and Mrs Susan Carter ("the Landlord") granted a tenancy to Mr Gordon Pritchard and Mrs Julie Pritchard ("the Tenants") at a rent of £65.00 per week. The Rent currently paid by the Tenants is £325.00 per month, this rent having been agreed between the Landlord and the Tenant on the 31st March 2009. By Notice dated 4th March 2013, the Landlord proposed a new rent of £480.00 per calendar month, effective from 30th April 2013
2. The Tenant referred the Notice to the Tribunal and accordingly the matter came before us for consideration. Before considering the matter, we visited the Property on the morning of the 18th June 2013 and we were able to inspect the Property both internally and externally. The inspection was carried out in the presence of Mr Gordon Pritchard. The Landlord's daughter Miss Tina Carter attended on site, but Mr Pritchard objected to her presence on the premises and accordingly she agreed to leave and was not present during the inspection.

Inspection

3. The Property is a detached bungalow located in a pleasant area on the outskirts of Cemaes Bay. There is a small front garden with off street parking, and a good sized rear garden. The outside areas appear to be well tended by the Tenant. There are two small garden sheds. Castellor Estate comprises an estate of bungalows constructed in or about the late 1970s or early 1980s and is located in a quite pleasant cul-de-sac, within a short distance of the village of Cemaes Bay.
4. The Property is rendered under a tile roof, although there is flat roof over the porch and garage area. Beyond the small porch there is a sizable living room and a dining area between the living room and kitchen. The Tenant has provided the carpets, curtains and the heating facilities which are presently being used. There is a fitted, but somewhat dated kitchen and the Tenant has provided the white goods.
5. Beyond the dining area is a corridor leading to the bedrooms and bathroom area. The bathroom has basic fittings, supplied by the Landlord, although the Tenant has supplied the shower unit. There is storage space in the rear hallway. There are two double bedrooms. The third bedroom/box room is small and although it contains a double bed, there is little additional space.
6. The Property has the benefit of mains water, electricity and drainage. It has, in the past, had a bottled gas fired central heating system supplied by the Landlord, although there is currently no boiler. The Landlord installed double glazing throughout some five years ago, and it is understood that a new flat roof for the garage and porch was provided also about 5 years ago. Externally, the garage is used as a utility room, access being gained through a door to the rear of the Property. Apparently the garage door is not currently in working order. The Property appears generally to be in good decorative order and reasonably maintained by the Landlord.

Hearing

7. The Hearing was attended by Miss Tina Carter on behalf of her parents, the Landlords. Mr Pritchard said at the inspection that he intended to attend the hearing, but he did not arrive by 10.30 a.m., the time fixed for the hearing. Enquiries were made to establish Mr Pritchard's whereabouts and the hearing was adjourned to 1.30 p.m. in order to enable Mr Pritchard to attend if he so wished and contact was made by the office to inform Mr Pritchard of this. The Hearing resumed at 1.30 p.m. in the presence of Miss Carter, who represented the Landlord. Mr Pritchard did not attend.

8. The Tribunal had before it lengthy representations made on behalf of both the Landlord and the Tenant. The Tenant had raised two procedural issues which the Tribunal considered first, namely

(1) The Tenant contended that the Notice served by the Landlord had been served during the period of a fixed term tenancy and accordingly the Tribunal had no jurisdiction. It was submitted by the Tenant that what had been created in March 1993 was a Tenancy for Life. On the basis of the submissions before it and on the available evidence, the Tribunal considers that there is no evidence of a fixed term tenancy having been created. There is no written agreement and we are satisfied on the basis of the evidence that an Assured Tenancy was created by the parties and the Tribunal has jurisdiction to deal with the Application.

(2) The Tenant further submitted that the Notice given by the Landlord in March 2013 did not comply with the statutory requirements in that it was not in the correct form. We find that the Notice is substantially in the form prescribed by the Assured Tenancies and Agricultural Occupancies (Forms) (Amendments) (Wales) Regulations 2003 as required by the relevant regulations. It considers that a reasonable recipient would not have been misled by the Notice and if there were any error in it, it is considered that such error is minor and immaterial. We are further satisfied that the Notice accomplished the purpose of informing the Tenant of the proposed increase in rent and provided the necessary details as to how the proposal could be challenged. It appears to us that as the Tenant had made the Application to this Tribunal, he understood the contents of the Notice, its effect and his right to apply to the Tribunal. In these circumstances, we consider that the Notice achieved its statutory purpose and accept that it is substantially to the same effect as that prescribed.

The Tenant's Case

9. The Tenant referred the Tribunal to the lack of a working central heating system, the basic kitchen and bathroom where the Tenant had carried out improvements; the inability of the Tenant to use the bottled gas central heating system and he urged the Tribunal to take account of the Property's present condition as seen on inspection.
10. The Tenant made lengthy submissions relating to the procedural issues referred to in paragraph 8 of these Reasons but provided little assistance as to the rents of similar properties in the locality as comparables.

The Landlord's Case

11. The Landlord submitted that the rent of £325.00 per calendar month is too low and referred to comparable rents in the locality. He referred in particular to 5 Bridge Street Cemaes Bay which was being offered at £400.00 per calendar month. This was a smaller, less desirable property. He referred also to 23 Beech Road, Cemaes Bay which was being offered for rent at £625.00 per calendar month and he also referred to a Caravan being offered for rent at £85.00 per week.
12. The Landlord submitted that the Property is pleasantly located close to local amenities and is an attractive detached bungalow in a pleasant development.

13. The Tribunal is asked by the Landlord to disregard the current state of the Property.

Decision

14. We are required under the Act to determine the Rent at which we consider the Property “might reasonably be expected to be let in the Open Market by a willing Landlord under an Assured Tenancy”. (Section 14 (1) of the Act). We are required to ignore any Tenant’s improvements. We are also unable to consider the personal circumstances of the parties.
15. We have noted both the Landlord’s and the Tenant’s comments concerning the condition of the Property when it was first let and during the current Tenancy. Some improvements have been carried out by the Tenant and the Property in general terms appears to be reasonably maintained inside and out. It is noted, however, that the central heating system is not in working order.
16. We have noted the evidence in respect of rents for other comparable properties in the locality.
17. Having considered the evidence and applying our knowledge and experience we consider that a reasonable Market Rent for the Property in this location with carpets and curtains updated kitchen and bathroom and white goods which in our view would generally be expected would be £600.00 per calendar month. However, the Market would adjust for lack of carpets and curtains (£25.00 per calendar month) or other fixtures and fittings which would normally be included (£10.00 per calendar month), the present lack of a full central heating system (£35.00 per calendar month) and basic kitchen and bathroom (£50.00 per calendar month). In our opinion, taking all these matters into account this would produce a Market Rental of £480.00 per calendar month.
18. We determine that the rent at which the Property might reasonably be expected to be let in the Open Market by a willing Landlord is £480.00 per calendar month. The effective date for the rent increase is the 30th April 2013, the date specified in the Notice of Increase.

DATED this 13th day of August 2013



CHAIRMAN