

**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 Premises37 Adamscroft Place
Adamsdown, Cardiff, CF10 2EY**The Committee members were**David Evans LLB LLM
Ceri Trotman Jones MRICS**Landlord**

Cardiff Community Housing Association

Address

Tolven Court, Dowlais Road, Cardiff, CF24 5LQ

Tenant

James Desmond Madstone

**1. The rent
is:**

95:00

Per

week

**(excluding water rates & council tax
but including any amounts in paras
3&4)****2. The date the decision takes
effect is:**15th April 2013***3. The amount included for
services is**

nil

Per

4. Services charges are variable and are not included*5. Date assured tenancy
commenced**31st January 1994**6. Length of the term or rental
period**

Weekly

**7. Allocation of liability for
repairs**Landlord: Structure and Exterior,
Heating Services and Sanitation**8. Furniture provided by landlord or superior landlord**

None

9. Description of premises

Two bedroom, mid terrace house

**Signed by the Chairman of the
Rent Assessment Committee.****Date of Decision**22nd May 2013

**Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL**

**DECISION OF THE RENT ASSESSMENT COMMITTEE
(HOUSING ACT 1988)**

Reference: RAC/0001/04/13

Property: 37 Adamscroft Place, Cardiff, CF10 2EY

Landlord: Cardiff Community Housing Association

Tenant: James Desmond Mapstone

Committee: D J Evans LLB LLM
C Trotman Jones MRICS

INTRODUCTION

1 We convened as a Rent Assessment Committee under the provisions of the Housing Act 1988 (the Act) on the 22nd May 2013 at the Tribunal Offices, Southgate House, Wood Street, Cardiff. We had before us an application in respect of 37 Adamscroft Place Cardiff CF10 2EY (the Property). On the 31st January 1994, the then landlord, Adamsdown Housing Association, had granted the Tenant, Mr James Desmond Mapstone, an Assured Tenancy of the Property at an initial rent of £44.80 per week. Although there is a provision in the tenancy agreement for the Landlord to charge a service charge, there is none stated in the agreement.

2 On the 25th February 2013, the current Landlord, Cardiff Community Housing Association, served on the Tenant a notice increasing the rent from £86.82 per week (inclusive of a service charge of £6.17 per week) to £90.10 per week (inclusive of a service charge of £6.10 per week). The new rent was to be effective from the 15th April 2013. On the 28th March 2013, the Tenant referred the notice to us. Before considering the matter, we visited the Property. The Tenant was present and we were able to inspect both internally and externally. The Landlord did not attend.

INSPECTION

3 The Property is a modern two bedroom two storey brick built mid-terrace property of traditional construction with a concrete tiled roof. There is a small front garden with a car parking area. This is difficult to access if cars are parked opposite the Property, which was the case at our inspection, as the brick pillars either side of the driveway are fairly narrow. There is also a small rear garden with a concrete patio area. The garden, where the Tenant has constructed a timber shed backs onto a lane which we understood was not publicly maintained. We noted that the gardens of some of the houses in the terrace were not well kept. Opposite the Property is a play area which is maintained by the local authority.

4 At ground floor level there is an entrance hallway with stairs rising to first floor, a living room with a dining area and separate kitchen with door to the rear garden. The small kitchen houses a gas boiler which supplies hot water for the domestic use and for the central heating system. The Tenant has installed a shelf for his microwave oven, but the other units are supplied by the Landlord. The Tenant has provided the white goods. Upstairs there are two double bedrooms and a bathroom which is part tiled and which contains bath with an electric shower as well as the toilet and wash hand basin.

5 The Property is fully centrally heated. The wooden framed windows are double glazed. The frames need painting and there is evidence of water ingress through the window in the front bedroom. The flooring, including carpets, has been provided by the Tenant.

HEARING

6 The Tenant had informed us that he wished to have a hearing. He attended in person. The Landlord had been notified of the date and time of the hearing but indicated that it would not be attending. It sent a letter dated the 15th April 2013 for our consideration to which we shall refer later in this Decision.

7 The Tenant's principal complaint concerned the Service Charge. He considered that he did not benefit from any services and therefore should not be paying any Service Charge. He also suggested that as the original tenancy agreement had left the amount of the Service Charge blank, the Landlord was not able to levy a Service Charge. Although he referred to the Service Charge in the application, he gave no indication that it was a specific issue. The Landlord was not in a position to deal with this. Further, applications relating to variable service charges are dealt with under section 27A of the Landlord and Tenant Act 1985. We informed the Tenant that we would not deal with the question of the Service Charge at this hearing. The Tenant could make a further application should he wish to pursue this issue.

THE TENANT'S CASE

8 His rent has gone up by £4 per week. He is not against a rent increase of, say, £2 per week. However, he considers that this is affordable social housing. The rent should be less than the market rent. The Property is located on "a Council estate". There are issues with the location. There are some difficult families. Taxis are calling at all times in the night. The neighbourhood is noisy. There are people on motor bikes, drug dealers. There are empty properties on the estate.

9 He was aware of other 2 bedroom houses to rent on shorthold tenancies:
- Waterloo Gardens - £80+ per week
- Penylan Hill - £77 per week
- Colchester Avenue - £82 per week

He was also aware of three bedroom properties at £90 per week and number 4 Copper Street, a 150 year old 3 bedroom house with a bathroom upstairs and a toilet and shower room downstairs which had been shown to him by a private landlord and was available at £80 per week. He considered that the Copper Street house was too big for him. He would also have to pay a bond. He did not take any of the other properties because there was no security when compared with his existing tenancy agreement. He accepted that there were more expensive properties at £600 or £700 per month. He believed that there were properties in Adamsdown for £80 per week and even cheaper properties in St Mellons, but that was on an estate. There were even 3 bedroom properties in Adamsdown for £84 per week. We were not provided with documentary evidence relating to any of the properties.

10 The Tenant considered that the kitchen and bathroom at Adamscroft Place were small. The dining area in the living room was also small. There had been no cyclical maintenance for 10 years. The windows were coming to the end of their natural life. The upstairs bedroom window needed repair. There was no ventilation in the kitchen.

11 He had paid for the concrete patio in the rear garden. The ground had sloped towards the house. There had been a line of slabs. With only one outside drain, the water collected against the house. He had done the work shortly after he had moved

in. The figure the Tenant initially gave in evidence was around £2000 and varied somewhat from the figure in the application (£1,200). The former may have been a total figure as he had also paid the sum of £400 to a contractor to do the garden and take away the mud. The garden shed had cost £270. The Tenant accepted that he could take the shed with him if he moved.

12 The incident in 2009 referred to in the Landlord's letter of the 15th April 2013 related to water over flowing the chuting on the flats behind the Property. The Landlord did not need access to the Property to deal with this. It has not been put right and the noise of the water is still a problem.

DECISION

13 We are required under the Act to determine the rent at which we consider that the Property "might be reasonably be expected to be let in the open market by a willing landlord under an assured tenancy" (section 14(1) of the Act. Whilst we are required to ignore a tenant's improvement, we are not required to consider the fact that social housing is generally let at below market rents. That is a matter for those determining social policy and not this committee.

14 We have noted the Tenant's comments concerning the proportions of certain rooms, but in our experience they are certainly adequate and compare favourably with many properties we have seen. We have also noted the issue relating to the windows but we do not consider that this would materially affect the rent.

15 The concrete patio in the back garden was constructed shortly after, the Tenant moved into the Property in 1994. His initial uncertainty as to the cost did not convince us that either the figures given in evidence or those referred to in the application are anything more than a vague recollection rather than an accurate statement of the cost. Further, the shed can be removed. In any event we do not consider that the work carried out to the Property would increase its rental value when compared with the rent payable for a similar property without this feature.

16 We find the Tenant's oral evidence in respect of rents of two bedroom houses elsewhere in Cardiff somewhat surprising. The figures of £77 to £82 per week are totally at odds with our knowledge and experience when figures as high as £600 or £700 per month as referred to in the evidence are achievable in the open market depending on the size, quality and location of the property concerned. We were not given anything in the way of evidence by the Tenant which would satisfy us that the properties he mentioned are available at these rents on the open market. If any of the properties were social housing or registered rents, the rents would not equate to those payable in the "open market".

17 We accept that the area in which the Property is situated has its problems and this must have a significant bearing upon the rental value. Using our knowledge and experience, we assess a reasonable market rent for the Property in its location with carpets and curtains and white goods as would generally be expected in the market to be £475 per calendar month. The market would adjust for the lack of carpets and curtains (£25 pcm) and the white goods (£10 pcm) as these were provided by the Tenant. This would produce a market rent of £440 per month (£101.54 per week).

18 In the open market, a prospective tenant of a property of this nature would not expect to pay a variable service charge. If one were required, the market would adjust the rent accordingly. The service charge is currently £6.10 per week. The effect of this would be to reduce the rent to £95.44 per week (say £95 per week).

19 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 £95 per week exclusive of any variable service charge. The effective date for the rent increase is the 15th April 2013, the date specified in the notice of increase.

DATED this 7th day of June 2013

A handwritten signature in black ink, appearing to read "David Evans". The signature is written in a cursive style with a horizontal line underneath it.

CHAIRMAN