

**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

The Committee members were

55 Clodien Avenue, Cardiff, CF14 3NL

David Evans LLB LLM

Ceri Trotman Jones MRICS

Landlord

Ms T Henderson and Mr W T Pritchard

Address

Upper Boat Inn, Williams Place, Upper Boat

Tenant

Mr Pa Alieu Gomez & Mrs Mariama Gomez

1. The rent
is:

£750:00

Per

Calendar
Month**(excluding water rates & council tax but
including any amounts in para 3**2. The date the decision takes effect
is:1st August 2013*3. The amount included for services
is

nil

Per

*4. Services charges are variable and are not included

5. Date assured tenancy
commenced1st August 20126. Length of the term or rental
period

12 months

7. Allocation of liability for repairs

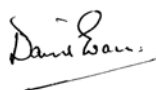
As per 5:11, Landlord and Tenant Act
1985

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

Three bedroom Terrace House

Signed by the Chairman of the
Rent Assessment Committee.

Date of Decision

8th August 2013

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

Reference: RAC/0006/07/13

PROPERTY: 55 Clodien Avenue Cardiff CF14 3NL

LANDLORDS: Ms T Henderson and Mr W T Pritchard

TENANTS: Mr Pa-Alieu Gomez and Mrs Mariama Gomez

COMMITTEE: D J Evans LLB LLM
C Trotman Jones MRICS

REASONS FOR THE DECISION OF THE RENT ASSESSMENT COMMITTEE

INTRODUCTION

1 We convened as a Rent Assessment Committee under the provisions of the Housing Act 1988 (the Act) on the 8th August 2013 at the Tribunal Offices, Southgate House, Wood Street, Cardiff. We had before us an application in respect of 55 Clodien Avenue, Cardiff CF14 3NL (the Property). On the 27th July 2012 the Landlords, Ms T Henderson and Mr W T Pritchard, had granted the Tenants, Mr Pa-Alieu Gomez and Mrs Mariama Gomez, an Assured Shorthold Tenancy of the Property with effect from the 1st August 2012 at an initial rent of £750 per calendar month.

2 On the 28th June 2013, the Landlords, served on the Tenants notice increasing the rent from £750 pcm to £850 pcm. The new rent was to be effective from the 1st August 2013. On the 12th July 2013, the Tenants referred the notice to us. Before considering the matter, we visited the Property. The Tenants were present and we were able to inspect both internally and externally. The Landlords did not attend.

INSPECTION

3 The Property is a three bedroom mid terrace house located in the Heath area of Cardiff. It has two storeys and is of traditional cavity construction with facing brickwork to the front and rendered elevations to the rear. It has a pitched roof with a composite slate cover. The Property is single fronted with a two storey bay at the front. The front window frames are hardwood with double glazing and there is upvc double glazing to the rest of the Property. One of the windows in the living room is cracked. Some of the double glazed units have "blown". There is gas fired central heating. Externally, at the front, there is a small forecourt with a low wall and gate and an enclosed rear sloping garden which is partially decked. There is also a single brick garage, accessed from a rear lane.

4 Internally, there are two reception rooms, one of which is used as a bedroom, and a modern kitchen with units provided by the Landlords. The Tenants have provided the washing machine and fridge. Upstairs there are two double bedrooms, a single bedroom and a bathroom which contains a bath with a shower over as well as a toilet and wash hand basin. The carpets were provided by the Landlords. The Tenants have provided the curtains and the Property is let unfurnished.

5 We noted that there is dampness in the hall by the stop cock. There is condensation mould spotting in the living room and in the front bedroom beneath the bay windows, in the downstairs bedroom and upstairs middle bedroom and particularly in the rear single bedroom where there is also sign of damp from the chimney which could be historical. There is evidence of leaking water from the adjacent bathroom. The Landlords have attempted to remedy this with an excessive if somewhat unsightly application of sealant around the taps. The problem, however, persists. There is a crack in the front wall beneath the bay window, but whether this is the cause of the damp internally is difficult to assess. A section of carpet in the hall is not nailed to the floor.

REPRESENTATIONS

6 Both parties had informed us that they did not require a hearing and provided us with their written representations.

7 In their Application the Tenants stated that they had improved the Property by varnishing the doors, painting the living room, kitchen and bedrooms and cleaning the carpets. The Landlords comment that Mr Gomez varnished the door of his own volition, the painting was required because the Tenants failed to ventilate the Property causing mould to appear and the carpets were clean when the tenancy started. In their view the rear bedroom is large enough to house a double bed.

8 The Landlords also comment that when the rent was originally agreed, the property had been advertised at £800 pcm and so the agreed rent of £750 pcm was intended only to be temporary. They consider that market rents in the area are between £800 and £900 pcm. The mortgage on the Property is currently £866 pcm and Ms Henderson cannot afford to subsidise the Tenants.

9 The Tenants state that £100 pcm is a huge increase and is not proportional. In their view it is unaffordable and unrealistic based upon the rents charged on neighbouring properties. They refer us to the issues mentioned in paragraph 5 above. We were referred to e-mails passing between the parties.

DECISION

10 We are required under the Act to determine the rent at which we consider 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). We are required to ignore a tenant's improvements. We are also unable to consider the personal circumstances of the parties. We are therefore not able to take into account the fact that the Tenants may not be able to afford an increase nor that the current rent is less than the Landlords' mortgage payments. The issue is what the Property would achieve in terms of rental in the open market.

11 We appreciate that the Tenants have carried out some works of decoration to the Property as well as cleaning the carpets, but these cannot be called improvements for the purposes of this Application. They are decoration and cleaning and do not affect the rental value of the Property. In fact, according to clause 3.21 of the tenancy agreement, the Tenants are not supposed to decorate the Property. We make no finding as to whether the Tenants were simply remedying matters which had arisen only by virtue of their use of the Property.

12 In our view, the cause of the damp in the two front rooms and the downstairs bedroom is inconclusive. That in the hall could be caused by condensation associated with the cold main water pipe at the site of the dampness on the carpet. Whilst we noted the appearance of the wall where the chimney is located, again it is difficult to say whether this was caused by damp and if so whether that is still a problem. We were able to see the chimney stack from the rear lane, and whilst there are one or two places where it requires re-pointing, we could not be certain that this was the cause of the problem - indeed if a problem now exists.

13 There is, however, an issue with regard to the damp on the floor of the back bedroom. It appears to us that water is coming from the bathroom, whether from the taps or elsewhere. This would in our view affect the rental value of the Property. The other issues would have no material effect.

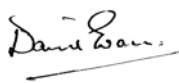
14 Although the Landlords state that the market rental value of the Property is between £800 and £900 pcm, they have produced no comparable evidence. Similarly, the Tenants say that the increase is not justified based on rents charged on other properties in the area, but again they provide no comparable evidence. We must therefore rely upon our own knowledge and experience.

15 We are aware of two properties for rent in Clodien Avenue. One is a three bedroom furnished property with a well laid out garden at an asking rent of £800 pcm. The other is a four bedroom property at a rent of £1,000 pcm. Higher rentals can be achieved on the other side of the A48 - closer to Heath Hospital where 5 St Augustine's Road was let unfurnished at £900 pcm. However, this is a semi-detached property with a garage and a level garden. Curtains are also included.

16 Of closer interest, a 3 bedroom unfurnished property in Clodien Avenue was recently let at £780 pcm. This is probably the best guide to market values and it is consistent with the asking rent for the other three bedroom property in the same road and is also in line with the semi-detached property in the higher rental area of St Augustine's Road. If we allow for the maintenance issues - particularly the damp in the back bedroom - as well as the lack of curtains, a washing machine and a fridge and apply our knowledge and experience, we conclude that the market rent for the Property is £750 pcm.

17 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 £750 per calendar month. This Decision is effective from the 1st August 2013, the date specified in the Landlord's notice of increase.

DATED this 14th day of August 2013



CHAIRMAN