

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

Reference : RAC/0006/10/20

In the Matter of Monnow Villa, Skenfrith, Abergavenny, Gwent, NP7 8UH

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

The Committee : Chairman : J. Rostron
Valuer Member : R Baynham FRICS

Applicant : Roberta Shan Griffiths

Respondent : Mountview Estates P.L.C.

DECISION

BACKGROUND

1. We were duly convened as a Rent Assessment Committee under the provisions of the Housing Act 1988 (the "Act") by means of video conferencing because of the COVID-19 Pandemic on the 5 March 2021. The Application before us was the reference of a Notice proposing a new rent under an assured periodic tenancy. On the 29th of September 2020 the Landlord, Mountview Estates P.L.C. had served a Notice proposing a new rent of £700.00 per month in place of the existing rent of £642.00 per month. The rent applied was in respect of (the "Property") Monnow Villa, Skenfrith, Abergavenny, Gwent, NP7 8UH. It was proposed that the starting date for the new rent would be the 19th December 2020. The Notice was considered valid by the Committee. The Tenant Roberta Shan Griffiths objected to the increase and gave notice of application dated 20th October 2020.

THE LAW

2. Section 13(2) of the Act requires a Landlord seeking to increase the rent of an assured periodic tenancy to 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.
3. For the notice to be valid it must comply with various requirements set out in Section 13(2) of the Act as amended by the *Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003*.
4. If the Notice is valid, Section 14 of the Act requires the Committee to determine the rent at which it considers the Property might reasonably be let in the open market by a willing Landlord under an assured tenancy and in so doing the Committee must disregard the effect on the rental value of any relevant Tenants improvements. Section 14 B (2) of the Act allows a Committee to set a date for a new rent which has a starting date other than that given in the Landlords Notice if it appears that the proposed rent would cause hardship to the tenant.
5. Section 13(2) of the Act confirms (amongst other things) the start date for the proposed new rent must not be earlier than

“(c) if the rent under the tenancy has previously been increased
(ii) the appropriate date”

6. The appropriate date is defined as being a minimum of 52 weeks after any previous rent increase.
7. Section 14 (2)a of the Act states that in making its determination the Committee shall disregard any effect on the rent attributable to the granting of the tenancy to a sitting tenant.

INSPECTION

8. The valuer member of the Committee undertook an inspection both internally and externally on 1st March 2021. The Tenant Ms R.S. Griffiths was present although the Landlord did not attend.
9. The Property known as Monnow Villa is situated in the small village of Skenfrith which is located in rural countryside approximately 7 miles north of Monmouth and 12 miles east of Abergavenny. With the exception of the local pub there are basically no facilities in the village. The nearest place to purchase limited provisions is a garage approximately 2 miles distant whereas all other facilities are available in Monmouth (7 miles) and Abergavenny (12 miles). The nearest bus stop, for a limited service, is also the garage (2 miles).
10. The Property is a two-storey house which was built some 225 years ago and has solid stone exterior walls which have been rendered and a tiled roof. There is a single storey extension to the rear. The windows, which are single glazed, are in wood as are the exterior doors. There is no gas to the Property which does not have central heating. A multi fuel boiler provides the hot water and serves the radiator in the bathroom. The Committee were informed that the Property is a Grade 2 listed building from 19th March 2001.
11. Due to the configuration of the building the Property does not have a front garden and access to the accommodation is via a path to the side of the house. There is a substantial rear garden which is grassed over and a number of garden sheds and outbuildings. The garden backs onto the river Monnow.
12. The accommodation on the ground floor consists of a dining room with direct access from the outside path, living room, kitchen, utility room, and a further room in the single storey extension. On the first floor there are three double bedrooms, a smaller room utilised as a dressing room, and a bathroom with bath, wash hand basin and a w/c.
13. The Property has been flooded several times and the most serious flood occurring in October 2019 where the water entered the Property to a depth of 3 feet. The house has therefore suffered considerable water damage. The standard of fittings to the kitchen and bathroom are generally poor and units in the utility room have had to be raised off the floor in order to mitigate any future water ingress. In addition, the doors to the Property have a flood defence panel to reduce the effect of flood water. The grassed rear garden is extremely boggy and the outbuildings have also been the subject of flood damage.

EVIDENCE

14. The Applicant’s written submission consists of the application form and letter dated 7th October 2020. It states *inter alia*:-“The Property is fully furnished...and the following improvements

have been made by the Tenant; added shower, doors, some flood defences, stair lift and other improvements. The Landlord is responsible for general structural remedial work and the Tenant responsible for general wear/tear, flood damage and some electrical installations....I have been living at the above address since 1971 with my parents, recently my mother, Mrs Megan Griffiths sadly passed away on the 19th of August, at which time I applied for transfer tenancy for the above address, and was granted tenancy as an inherited tenancy...The Property has flooded severely in the past year, twice...repairs had to be made so that it was habitable. The Landlord was helpful with the structure of the house, however we were left with the task of replacing the carpets, the cooker, fridge freezer and repairs to the stair lift, Hi Fi, to name a few. And as this Property is not insurable due to expectation of further flooding, we had to find these funds ourselves.”.

15. The Respondent has not submitted a statement of case apart from the Notice and covering letter which states *inter alia*: -...” ...I can confirm...you are entitled to inherit an assured tenancy. The main effect of this, is that you as successor will have to pay the market rent”.
16. Following the hearing which was held remotely the parties were asked to provide a copy of the original tenancy agreement and most recent notifications of registration under the Rent Act 1977.
17. The Respondent wrote on 8 March 2021 saying that there is no tenancy agreement because the Applicant inherited an assured tenancy following her mother’s death who was a regulated tenant.
18. The Applicant provided a copy of the notifications of rent under the Rent Act 1977 which were determined at £642.00 per calendar month from 19 February 2019 and £625.00 from 19 February 2017 and copy of the Tenancy Agreement dated 26th December 1973 between Mrs Margaret Edith Sanders and R A Griffiths which were both received at the Tribunal on 10th March 2021. The tenancy agreement was for a rent of £50 per month in advance payable on the 20th day of each a month.

HEARING

19. The hearing took place at 10.00am on 5 March 2021 by remote conferencing. Only the Applicant attended by telephone. She confirmed that she inherited the Tenancy from her mother who recently passed away. The Applicant explained that the Property was subject to frequent flooding and essentially reiterated the information she had given to the Committee’s valuer when he inspected the Property. She stated that the village of Skenfrith and in particular Monnow Villa has been the subject of extensive flooding which in October 2019 necessitated Ms Griffiths being rescued by the Fire Brigade utilising a rib boat, she was unable to return to the Property for a month. There were also severe flood warnings in December 2020, and in January and February 2021.
20. The Applicant expanded on the information provided at the inspection by stating that because of the flooding she was unable to secure insurance. That the outbuildings which contained textiles as part of her business had been damaged by the flood water and a subsequent infestation of mice in the outbuilding developed as a consequence. The flooding had caused her and her family living at the house considerable inconvenience and expense. She explained that several neighbours who had similarly suffered from recurring flooding had not been able to sell or let out their residential properties. The financial loss also extended to damage to the carpets, curtains, fridge, freezer and furniture.

DECISION

21. The Committee noted that the National Resources Wales flood map records Skenfrith as 'being at high risk from the River Monnow and Norton Brook and a medium to high risk of surface water flooding'. This information was sent to the parties asking for comments. The Respondent did not reply. The Applicant replied stating:- "This risk is now not so much as a risk but an actual occurrence that has worsened in recent times, requiring personal expenditure in flood defences barriers, and equipment to raise cookers, fridges, freezer, washer etc",
22. The Committee further noted that Monmouthshire County Council produced a report dated May 2020 and it 'identified 18 residential properties that were very badly affected with levels of internal flooding typically 300mm – 600mm deep, but up to 1.0m in some instances. The local pub, village hall and church also suffered significant flooding'. This information was sent to the parties for comment. The Respondent did not reply. The Applicant replied stating; - "Monnow Villa is one of the worst properties to flood".
23. The Property has an energy Performance Certificate that states 'It has an energy rating of F and it cannot be let, unless an exemption has been registered'. The Committee are unaware whether such an exemption exists but consider the rating to be indicative of the state of the house. This information was sent to the parties for comment. The Respondent did not reply. The Applicant replied indicating that the consequence of being rated F in terms of energy efficiency added to the running costs of Monnow Villa.
24. The Committee took account of the increased frequency of flooding in recent years which has happened mainly after the last rent assessment under the *Rent Act 1977*. It was particularly conscious of the fact that neighbouring residential properties could neither be sold or let. The Committee was also aware that based on the evidence provided by statutory authorities that flooding is likely to recur.
25. The Committee was also aware of the financial hardship the Applicant had suffered and will suffer because of the damage caused by the flooding. Any subsequent Tenant will also be faced with the additional costs incurred as a consequence of frequent flooding.
26. Until the frequency of the flooding can be remedied the Tribunal considered that it would be difficult to let the Property at a market rent that would be expected without the impact of serious flooding. As such the Committee considered that a nominal rental value attached to the Property and considered £200.00 per calendar month was appropriate at this point in time.

The Committee accordingly determine that the rent should be £200.00 per calendar month and the rent should take effect from the 19th February 2020. For the purpose of the Housing Act 1988 it is declared that the Committee made its decision on the 23 April 2021.

DATED this 4th day of May 2021

J Rostron Chairman
Rent Assessment Committee.