

RENT ASSESSMENT PANEL FOR SCOTLAND

HOUSING (SCOTLAND) ACT 1988 SECTION 25 (1) REGISTER OF RENTS DETERMINED UNDER STATUTORY ASSURED TENANCIES

REFERENCE NO.

RAC/KY6/A36

APPLICATION RECEIVED

27 July 2006

ADDRESS OF PREMISES

1 Morshead Place, New Leslie, Glenrothes, KY6 3AH

TENANT

Mr H Lessells

LANDLORD/AGENT

St Andrews Property Holdings Ltd
per J & E Shepherd, 13 Albert Square, Dundee, DD1 1XA

RENTAL PERIOD**DATE TENANCY COMMENCED**

23 May 2006

DESCRIPTION OF PREMISES

Main door upper flat within a block of four flats built C.1882, comprising entrance hall, 3 bedrooms, lounge, kitchen and bathroom.

SERVICES PROVIDED

None

COMMITTEE MEMBERS**CHAIRMAN**

Mr R Handley LLB

PROFESSIONAL MEMBER

Mr D Godfrey ARICS

LAYMEMBER

Mr B Edgar

PRESENT RENT

£ 1,164.48

RENT DETERMINED BY RAC

£ 4,200.00

DATE CONSIDERED

20 September 2006

DATE DETERMINATION TAKES EFFECT

28 November 2006

R Handley

Chairman of Rent Assessment Committee

11 November 2006
Date

RENT ASSESSMENT COMMITTEE

HELD ON: 20 SEPTEMBER 2006

PROPERTY: 1 MORSHEAD PLACE, NEW LESLIE, GLENROTHES

STATEMENT OF REASONS

Introduction

This is an application by Mr H Lessells ("the Tenant") to the Rent Assessment Committee for the determination of a rent under the Housing (Scotland) Act 1988 ("the Act"). The Landlord is St Andrews Property Holdings. The original rent paid by the Tenant was £1,164.48 per annum. The rent applied for was £4,200 per annum.

A Hearing was arranged to be held immediately after the inspection.

Preliminary Matters

The Committee noted that in terms of the Service Occupancy Agreement, the owner of the property at 1 Morshead Place, New Leslie ("the dwellinghouse") is Smith, Anderson & Company Limited. However in Form AT6 it is stated that the Landlord is St Andrews Property Holdings Ltd. In the course of the Hearing, the tenant advised the Committee that he had been informed that his employers were in receivership and that his landlord had "changed". The Service Occupancy Agreement had therefore been brought to an end. As the applicant was not an employee of the new landlord, the relationship must be one of landlord and tenant. The only basis upon which the property could have been leased to the applicant by the new landlord was that of an assured tenancy. The Committee also noted that St Andrews Property Holdings Ltd had formally served the tenant with a Notice to Quit thus creating a statutory assured tenancy. The Committee was not made aware of defects in the Notice to Quit. It was not suggested that the additional information which should be issued with the Notice to Quit had not been properly served. In all these

circumstances the Committee was satisfied that it had jurisdiction to consider and determine the application.

The Documentation

The Committee had the following documents before it: the Notice to Quit, the Tenancy Agreement, Form AT6, Form AT2 and the application.

The Inspection

Mr Robert Shea, Clerk to the Rent Assessment Committee, introduced the Committee to the Tenant. The Tenant was present at the inspection. The Landlord did not attend.

The Dwellinghouse

The dwellinghouse is a main door upper flat within a block of four flats. The dwellinghouse was built circa 1882, and comprises an entrance hall (with a stair leading to an upper hall), three bedrooms, a lounge, a kitchen and a bathroom.

The external walls are roughcast and appear to be in a fair condition. The roof is tiled. The windows are single glazed.

There is communal garden area to the rear of the dwellinghouse. This area is maintained by the Tenants. A coal fire in the lounge provides central heating.

The entrance hall

The Tenant drew the attention of the Committee to the front door which he thought was leaking and damp. The Committee noted that the front door was weathered but did not find any evidence of dampness elsewhere within the dwellinghouse (although a proper inspection was not carried out). A stairway leads to the upper hall.

The kitchen

The kitchen is entered from the upper hall. The kitchen contains units, a sink, an electric cooker and a number of electrical appliances. The kitchen had a single window. The Tenant advised the Committee that the radiator was not functioning properly. The Committee were unable to determine the precise nature of this fault.

The living room

The living room is off the upper hall. Two windows overlook the rear of the dwellinghouse. The Tenant drew the attention of the Committee to the ceiling light in the living room and submitted that it was not working properly.

The bathroom

The bathroom is off the upper hall and contains a bath, an electric shower, a WC and a wash hand basin. Water is heated by the coal fire in the lounge (or by an immersion heater).

The main bedroom

A double bedroom is off the upper hall and is located at the rear of the dwelling house. There were two fitted wardrobes and a single window which overlooked the rear of the property. The Tenant asked the Committee to note the poor condition of the window frames.

Bedroom (2)

The second bedroom is off the upper hall and is used by the Tenant as an office. A single window overlooks the rear of the property.

Bedroom (3)

The third bedroom is off the upper hall and is used by the Tenant as a store room. A single window overlooks the front of the property.

The Communal garden area

The Committee noted that this area appeared to be well maintained.

The Hearing

The Landlord did not attend the Hearing. The Committee asked the Tenant if he had any submissions to make. He told the Committee that he had great difficulty heating the dwellinghouse and that the walls and windows caused drafts. There was a great deal of heat loss through the windows. The Tenant explained that coal was expensive.

The Committee reminded the Tenant that during the inspection he had indicated that the radiator in the kitchen was not working and asked the Tenant if this matter had been reported to the landlord. The Tenant confirmed that he had not done so and accepted that the central heating

had not been used for some time. He also accepted that the problem might be resolved by "bleeding" the radiator.

The Tenant confirmed to the Committee that he had no knowledge of rentals of similar properties in Leslie. He thought that a similar two bed roomed flat in the block had recently been valued at £70,000 (in February 2006).

Decisions and Reasons

In determining a rent the Committee took full account of the documents previously referred to.

The Committee concluded that the dwellinghouse was generally well maintained. The roof appeared to be in a reasonable condition. The electrical wiring system was serviceable. It was clear that the Landlord had carried out some improvements and some routine maintenance. In the course of the inspection the Committee found no evidence of dampness (other than within the front door).

The Committee considered the issue of what a reasonable open market rent for a similar dwellinghouse in this area would be (in terms of section 25 of the Act). Neither the Landlord nor the Tenant had submitted comparables.

The Committee could find no evidence of any properties to let within New Leslie. The Committee had before it details of a two bed roomed upper flat to let at Commercial Street, Markinch. This property is available to let at £375 per month. Whilst the Committee were unable to inspect the property at Commercial Street and were unable to determine the size or condition of the property, it appeared to the Committee that this property was situated about the same distance from the amenities of Glenrothes as New Leslie.

The Committee also had details of a two bed roomed flat in Malcolm Road, Glenrothes. This property was a ground floor flat and was let furnished. It appeared that this flat had recently been decorated and was close to local shops. This property was available to let at £375 per month. The Committee concluded that because of the location of this flat and the fact that it was let furnished and had been redecorated, the rental would be higher than the rent of the dwellinghouse.

The Committee noted that there appeared to be a regular bus service from New Leslie to Glenrothes, which is located about two miles away. A concert hall, large shopping centre and a number of restaurants are located about 2 or 3 miles from New Leslie. Having regard to all the circumstances (including those required to be taken into account in terms of section 25 of the Act), and applying its own knowledge and experience and having considered the information contained in the publication entitled "Martin & Co - Lettings Properties in Fife", the Committee decided that the rent which would reasonably be expected for the dwellinghouse in the open market would be £4,200 per year.

The Committee decided that the increase in rent should take effect from 28 November 2006, being the date indicated in the AT2 Form which had been served on the Tenant.

..... **R Handley** Chairman

..... 31/10/2006 Date