

Y TRIBIWNLYS EIDDO PRESWYL  
RESIDENTIAL PROPERTY TRIBUNAL  
RENT ASSESSMENT COMMITTEE

Reference: RAC/0031/02/23

The Property: 21 Briar Dene, Swansea, SA2 8JP

**In the matter of an application under the Renting Homes (Wales) Act 2016 &  
The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022**

APPLICANTS: Mohammed Nasir and Tannima Namme

RESPONDENT: Munsoor Chaudhry

THE COMMITTEE: Kelly Byrne, Legal Chair  
Roger Baynham, Surveyor Member  
William Brereton, Lay Member

**DECISION OF THE RENT ASSESSMENT COMMITTEE**

UPON the matter being considered by the Tribunal, it is ordered that;

**The Committee lacks the jurisdiction to deal with the purported rent increase as no valid or effective Notice has been given in accordance with the Renting Homes (Wales) Act 2016 and there is accordingly no valid application before the Committee. Therefore the rent remains at £650 per month.**

**Reasons for decision.**

**Background.**

1. The Applicants are Contract-Holders at 21 Briar Dene, Swansea, SA2 8JP (“the property”) who originally occupied the property under an Assured Shorthold Tenancy, which commenced on 21<sup>st</sup> December 2017 for a 12 month period. After the expiry of this period, the tenancy became a monthly Periodic Tenancy.
2. On 1st December 2022, the Renting Homes (Wales) Act 2016 (“the Act”), Section 239 of the Act abolished assured tenancies in Wales and accordingly the Applicant’s tenancy was converted to a standard occupation contract as a matter of law.

3. On 12<sup>th</sup> January 2023 the Respondent Landlord served on the Applicant Form RHW12- Notice of Variation of Rent, under Section 123 of the Act, proposing that the rent for the property increase from £650 per month to £795 per month, with a commencement date of 1<sup>st</sup> March 2023.
4. The Applicants exercised their right to appeal the said Notice under Regulation 3 of The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022, by making an application to the Rent Assessment Committee (“the Committee”), on Form RAC1 – Application under Section 13(4) of the Housing Act 1988, which was dated 17<sup>th</sup> February 2023.
5. On the 27<sup>th</sup> February 2023, the Committee gave written Directions to both parties for the preparation of the case and submission of their respective evidence by 4pm on 31<sup>st</sup> March 2023.

### **The Inspection**

6. The Committee's Chair and surveyor inspected the property on the afternoon of the 17<sup>th</sup> May 2023. There was no attendance on behalf of the Landlord who was aware of the date and time of the inspection. The Contract-Holders, Mr. Nasir and Ms. Namme were present.
7. The property comprises a semi-detached end of link house on a former council house development of similar type properties. The house, which was built, circa, 1950 is conventionally constructed having brick exterior walls which have a pebble dash render, a tiled roof, and double glazed Upvc windows and doors. The entrance porch is single storey and there is also a single storey extension to the rear housing the utility room and w/c.
8. The accommodation on the ground floor consists of an entrance porch, an entrance hall with stairs leading to the first floor, an 'L' shaped living room / dining room, kitchen, utility room and a w/c. On the first floor there is a landing, two double bedrooms and a bathroom with a bath having a shower over, wash hand basin and a w/c. The property has the benefit of gas central heating.
9. The front garden consists of a lawn with a block boundary wall and hedge. There is a paved side access leading to the rear garden which is of reasonable size and consists of a grassed area. The property does not have a garage or a car parking space.
10. The property would, generally, benefit from some updating. It was noticed that several of the double-glazed windows had 'blown' and one window was cracked, the control for the hot water and central heating system was old and often malfunctions, there were certain areas of damp and the Tenant stated that there was a problem with the wiring in the living room. The internal decoration of the house, which is the Tenants' responsibility, is relatively poor as damage to it has been caused by the Tenants' young children.

11. The property is within walking distance of local shops and all other facilities are available in the City centre which is approximately 2 miles distant.

### **The Law**

12. The material provisions that govern this application are found in s.123 of the Act. For ease of reference, we recite the relevant extract below. The Committee has highlighted in bold, wording of particular note.

#### ***Variation of rent***

*(1)The landlord may vary the rent payable under a periodic standard contract by giving the contract-holder a Notice setting out a new rent to take effect on the date specified in the Notice.*

***(2)The period between the day on which the Notice is given to the contract-holder and the specified date may not be less than two months.***

*(3)Subject to that—*

*(a)the first Notice may specify any date, and*

*(b)subsequent Notices must specify a date which is not less than one year after the last date on which a new rent took effect.*

*(4)This section is a fundamental provision which is incorporated as a term of all periodic standard contracts under which rent is payable.*

13. The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022 (“the Regulations”) govern the determination of the rent on appeal to the Rent Assessment Committee. For ease of reference, we recite the relevant extracts below. The Committee has highlighted in bold, wording of particular note.

#### ***Application to a rent assessment committee***

***3.—(1) Following receipt of a Notice under section 104 or 123 of the Act, a relevant contract-holder may apply to a rent assessment committee for a determination of the rent for the dwelling.***

*(2) The application to a rent assessment committee must be made—*

*(a)in the prescribed form, and*

*(b)within 2 months following receipt of the Notice under section 104 or 123 of the Act.*

***(3) The prescribed form is as set out in the Schedule.***

***(4) An application in a form substantially to the same effect as the prescribed form is valid.***

#### ***Determination of rent by a rent assessment committee***

***4. A rent assessment committee must determine all applications made under regulation 3 in accordance with the assumptions set out in regulation 6.***

#### ***Variation of rent upon a determination by a rent assessment committee***

5. A rent determined by a rent assessment committee, in accordance with the assumptions set out in regulation 6, will be the rent for the dwelling under the relevant converted contract with effect from the date specified in the Notice under section 104 or 123 of the Act, unless the landlord and the relevant contract-holder otherwise agree.

**Assumptions in accordance with which a rent assessment committee must determine rent**

6. When making a determination of rent for a dwelling under these Regulations, a rent assessment committee must determine the rent at which it considers the dwelling concerned might reasonably be expected to be let in the open market by a willing landlord under the same type of relevant converted contract as that to which the Notice under section 104 or 123 of the Act relates, assuming that—

(a) the relevant converted contract begins on the date specified in the Notice under section 104 or 123 of the Act,

(b) the granting of a contract to a sitting contract-holder has no effect on the rent,

(c) any increase in the value of the dwelling attributable to a relevant improvement carried out by a person who at the time it was carried out was the relevant tenant or licensee or relevant contract-holder has no effect on the rent, if the improvement was carried out—

(i) otherwise than in pursuance of an obligation to the immediate landlord, or

(ii) pursuant to an obligation to the immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement,

(d) any reduction in the value of the dwelling attributable to a failure by the relevant tenant or licensee or relevant contract-holder to comply with any terms of the relevant preceding tenancy or licence or relevant converted contract has no effect on the rent,

(e) where the landlord or a superior landlord is liable to pay council tax in respect of a hereditament of which the dwelling forms part, under Part 1 of the Local Government Finance Act 1992, the amount of council tax which, as at the date on which the Notice under section 104 or 123 was served, was set by the billing authority—

(i) for the financial year in which the Notice was served, and

(ii) for the category of dwellings within which the relevant hereditament fell on that date, has an effect on the rent, but any discount or other reduction affecting the amount of council tax payable has no effect on the rent, and

(f) neither the landlord nor a superior landlord is paying rates in respect of the dwelling.

**Jurisdiction**

14. On 19<sup>th</sup> May 2023 the Rent Assessment Committee were convened for an oral hearing via the Teams platform. In attendance was one of the Applicants, Mohammed Nasir, who confirmed that he was also representing his partner Tannima Namme, and the Respondent Munsoor Chaudhry.

15. The parties were advised that the Committee would look at the issue of jurisdiction as a preliminary point.

16. The Applicant has submitted the appeal on form RAC1, under s.13(4) of the Housing Act 1988, as set out in Regulation 3(3) of the Regulations, the application must be made on the prescribed form as contained in the Schedule to the Regulations. RAC1 is not the prescribed form.

17. Regulation 3(4) of the Regulations gives the Committee discretion, if the application is in a form substantially to the same effect as the prescribed form then it is a valid application. Form RAC1 was submitted by the Applicant, which is the correct form to appeal rental increases under s.13 of the Housing Act 1988; on comparison of both forms, the Committee decided that the application is in a form that gives the same effect as the prescribed form. The Committee therefore determined that it is a valid application.

### **The validity of the Notice**

18. As set out under s.123 of the Act, where a Landlord proposes to vary the rent payable under a periodic standard contract, they must give the contract-holder a Notice setting out a new rent to take effect on the date specified in the Notice. The period between the day on which the Notice is given to the contract-holder and the specified date may not be less than two months.

19. As stated above, on 12<sup>th</sup> January 2023 the Respondent Landlord served on the Applicant Form RHW12- Notice of Variation of Rent, under Section 123 of the Act, proposing that the rent for the property increase from £650 per month to £795 per month, with a commencement date of 1<sup>st</sup> March 2023.

20. The Committee pointed out to the Respondent the time limits contained in s.123(2) of the Act and also referred him to the RHW12-Notice served by him on the Applicant and in particular the dates as set out in the said Notice.

21. They heard representations from the Respondent regarding the dates as set out in the Notice and compliance with s.123(2) of the Act. The Respondent advised that it was not his intention to request the rental increase on the 1<sup>st</sup> March 2023, but that it would be requested on the normal rent due date. He advised that this would be past the 2 month period.

22. The Applicant did not make any representations to the Committee on this point.

### **Determination**

23. Having considered the law and the submissions of the Respondent regarding the validity of the Notice, the Committee found that adequate Notice had not been provided to the Applicants as prescribed under s.123(2) of the Act and that whilst the Respondent advised the Committee that it was not his intention to request payment of the rent on 1<sup>st</sup> March 2023, that the Committee has no discretion in this regard and must rely on the dates as set out in the Notice.

24. Therefore, the rent will remain at £650 per month.



**Kelly Byrne**  
**Tribunal Judge**

**Dated this 28<sup>th</sup> day of June 2023**