

TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
RENT ASSESSMENT COMMITTEE

REFERENCE: RAC/0026/03/25

In the matter of an application under Section 123 of the Renting Homes (Wales) Act 2016 and the Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022.

DWELLING: Room at 12 Eureka Place, Ebbw Vale, Blaenau Gwent, NP23 6LG

APPLICANT: Mr Sean Hill

RESPONDENT: Move Lettings on behalf of the Landlord (Blue Hart Properties Limited)

RENT ASSESSMENT COMMITTEE: C Jones, Legal Chair

H Lewis, FRICS, Surveyor Member

SUMMARY OF DECISION OF THE RENT ASSESSMENT COMMITTEE

The Committee determines that the market rent for the Dwelling is £420 per calendar month, payable from 31 May 2025.

REASONS FOR THE DECISION OF THE RENT ASSESSMENT COMMITTEE

THE APPLICATION

1. The Applicant is the tenant of a room at 12 Eureka Place, Ebbw Vale, Blaenau Gwent, NP23 6LG ('the Dwelling'). He initially occupied the Dwelling from 16 January 2017 under an assured shorthold tenancy under the Housing Act 1988. This arrangement was then renewed under further agreements. With effect from 1st December 2022, when the Renting Homes (Wales) Act 2016 came into force, the tenancy converted into a periodic standard occupation contract.

2. By form RHW12, 'Notice of Variation of Rent' under the Act, dated 18 February 2025, the Landlord gave notice that the existing rent of £400 per month was to be varied, and that the rent payable from 28 April 2025 was to be increased to £420 per month.

3. The Applicant applied to the Rent Assessment Committee ('the Committee') by form RAC4 dated 3 March 2025, to challenge the proposed new rent.

THE LAW

4. The Renting Homes (Wales) Act 2016 ('the Act') governs relations between landlords and tenants of domestic dwellings in Wales. Section 123 of the Act relates to the variation of rent under a periodic standard contract, and states;

'(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.'

5. The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022 ('the 2022 Regulations') govern the determination of the rent on appeal to the Rent Assessment Committee. The relevant parts of the Rent Regulations are set out as follows;

'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.

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

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.

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.'

6. In summary, in accordance with Regulation 6 of the 2022 Regulations, the 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 contract as that to which the Notice and Section 123 of the Act relate.

THE DIRECTIONS

7. A Directions Order was issued by the Procedural Judge of the Residential Property Tribunal on 7 March 2025 directing the parties to produce statements to explain their respective positions regarding the proposed rent. These were to include details of any lettings of similar properties upon which they wished to rely, including what furnishings were provided and who was responsible for repairs and decoration, and any other reasons which the parties wished the Tribunal to consider. The Applicant was also invited to include details of any improvements carried out to the Dwelling at his own expense. Both parties were to inform the Tribunal in writing by 21 April 2025 whether they required an oral hearing of this matter.

8. The Directions made it clear that if no oral hearing was requested by either party, then the Tribunal could make its decision based on the documents provided by the parties and following the inspection, or it could still require an oral hearing. The Respondent did not request an oral hearing, and the Application Form indicated that the Applicant agreed to the matter being determined without an oral hearing. However, on 8 April 2025, the Appellant provided dates upon which he would be available to attend a hearing either in person or digitally. For the avoidance of doubt, the RPT Registrar was asked to check the position with the Applicant, and he confirmed that he was willing to have the matter determined on the papers.

THE INSPECTION

9. The Dwelling was duly inspected at 12.30pm on 3 July 2025 by the Committee's Surveyor Member, with the Tenant being present. There was no attendance by the Respondent.

10. The Surveyor Member reported that 12, Eureka Place is a traditional end-of-terrace house with accommodation arranged over three floors. The property is located on an elevated terrace above Ebbw Vale town which has a range of shops, banks and general amenities, all within walking distance.

11. Internally, the ground floor accommodation comprises an entrance hall and three bed-sit rooms. The lower ground floor comprises a communal living room, kitchen and a rear lobby/utility area, a shower room with wash handbasin, and a separate WC, all of which are available to the Applicant. The first floor comprises a landing, bathroom and three further bed-sit rooms. The gross floor area of the property is 216 square metres, and the EPC rating is D. Externally, the property has a pavement frontage, and a rear garden. The Applicant's bed-sit room is situated at the rear of the property on the ground floor (as viewed from street level)

and is one of the largest of the bed-sit rooms at the property. It has two windows, one of which is a bay window, and the room has a gross internal floor area of 18.77 square metres. Bills are included in the monthly rental, and white goods are provided in the kitchen for communal use.

12. The Surveyor Member reported on the condition of the Dwelling and took photographs of relevant parts of the property. It was noted that the Applicant had produced photographic and video evidence of water ingress, damp and mould, and this evidence has been carefully considered by the Committee. The Applicant stated that certain repairs had since been undertaken, and the Surveyor Member observed that, whilst some staining was already showing through on the corner of the room previously affected, any damage was currently minimal. Similarly, whilst there had been a historical leak into the room from the bathroom above, no significant damage was so apparent at the date of inspection. However, the Surveyor Member noted that the showerhead had been removed from the bathroom above, and that the seals around the bath were in very poor condition and will leak again if the shower is operated in this condition at any time in the future.

13. As for the remedial works which the Applicant reported had occurred between 24 and 31 May 2025, the Surveyor Member considered that the decoration was of a basic standard. He noted paint spattering over the plugs; however, he considered that whilst plaster had been painted over, the plaster was generally sound. The Applicant expressed concern about the lack of ventilation in the lower ground floor living room. However, the Surveyor Member considered that this area had a significant rising damp issue, which required full damp-proofing works, and that increased ventilation alone would not resolve the issue. The Surveyor Member noted that the kitchen and lower ground floor shower room were generally in good condition. Whilst tiling was unfortunately missing above the sink, the Surveyor considered this to be a minor defect which should be easily resolved. He noted that the carpet to the entrance hall was in very poor condition and was soiled as a consequence of general ageing and damage from recent plaster defects. The stair carpet to the kitchen was loose and poorly fixed in places, so presenting a potential trip hazard. As to the patio door to the rear of the property, the locking mechanism was broken and had been replaced with a bolt which could be operated internally only.

14. Regarding the Applicant's bed-sit room, the Surveyor Member noted that whilst the Applicant had referred to historic leaks, none were evident at the time of inspection. The Surveyor Member reported that condensation around the PVCu windows was, however, an issue. He stated that the windows were old but functional. The issue in his opinion was to do with poor drainage and blocked 'weep holes,' and the external silicon seal on the reveals was in very poor order and clearly needed to be renewed.

HEARING

15. In the absence of a request by the parties for an oral hearing, and on confirmation from the Applicant that he was content for the matter to proceed on the papers, the Committee was satisfied that it was appropriate to proceed with its determination based on the documents provided, as well as on the basis of the inspection by the Surveyor Member. The Committee meeting was duly convened and conducted by means of remote hearing technology at 11am on 4 July 2025. At the meeting, careful consideration was given to the submitted paperwork and written representations made both by the Applicant and the Respondent.

THE APPLICANT'S SUBMISSIONS

16. In accordance with the Directions, the Applicant produced a Statement dated 8 April 2025 detailing his position. In his Statement, he said that he had lived at the property for eight years and that he had previously paid rent increases, and upon doing so, had been promised that repairs would be done, but this had not happened. He referred to maintenance issues over the years that had left his room in a state of disrepair.

17. The Applicant said that he had damp and mould in his room, and when the shower in the upstairs room was turned on, the water ran directly into his bedroom. The Respondent's solution had been to remove the shower head so that it could not be used, rather than fixing the problem. He acknowledged that some repairs had been made to the property but that his room was of an unacceptable standard through no fault of his own. He was afraid of the effects on his health, and that the longer the damp and mould were left untreated, the greater the risk to his health, and he said it was already having a negative effect on his health. He was frustrated at the Respondent's lack of concern in this respect.

18. The Applicant noted that the Respondent felt that if he moved out, it would easily achieve the proposed rent increase of £420. He disagreed however in view of legislation which required property to be fit for human habitation, healthy and safe and therefore free from damp and mould which could cause significant harm. He said that his initial contract stated that he must inform the Landlord or agent promptly as soon as any defects were noticed, and he did this.

19. The Applicant said that there were other properties in the area which let rooms out in houses of multiple occupation, for rent equal to that of the proposed increase. He said that these were not comparable however, as they were not covered in damp and mould or had water that would directly run into the room when a shower was turned on.

20. Finally, in his statement, the Applicant stated that Eureka Place was his home, and he wanted to remain there. He would just like his room to be of a '*liveable standard*', however the Respondent had told him that if he was not happy with the increase then he could send them

notice to vacate. He said that once work to rectify the issues was completed, he was more than happy to pay the proposed rent increase, but he felt that it was currently unfair as his home was not safe and healthy. He had been advised that, prior to commencement of remedial works by the Respondent, one of the rooms would remain empty for him to temporarily move into whilst the work on his room was completed. This had not happened, and the relevant room had been let out. The Applicant also supplied several photographs and videos as evidence of the room's condition.

21. The Applicant subsequently submitted a 'report' dated 8 June 2025 which he had compiled and believed to be relevant to the case. He explained that he had been a tenant at the property for over eight years and that during this time; *'I have consistently requested repairs to both Room 3 and the shared areas of the property. Despite repeated efforts—including contacting the rental tribunal, liaising with letting agents, and engaging with various contractors—necessary works have been either delayed, left incomplete, or entirely ignored.'* He said that the long-awaited repairs to his room were finally undertaken between 24th May and 31st May 2025. During these works, the Applicant said that he was forced to vacate his room and pay for alternative accommodation, whilst still being charged full rent.

22. The Applicant felt that the situation was *'deeply unfair'*, particularly because he felt that the repairs carried out in May 2025 were of poor quality, appeared rushed, superficial, and he felt were designed to satisfy the Tribunal *'rather than to meaningfully resolve the underlying issues.'* He said that peeling plaster had been painted over, rather than properly repaired, that paint splatters had been left on electrical plug sockets and the carpet, and he felt that showed a lack of professionalism. The Applicant said that persistent marks on the back wall, which had existed for years, had started to reappear just days after the painting. He felt that the overall finish was of substandard quality and remained unacceptable for a rented living space.

23. As to ongoing issues, the Applicant said that there were numerous repair and safety issues throughout the property which remained unresolved. He said that a long-standing ventilation issue had caused persistent peeling paint in the communal living room. He'd been informed that a vent would be installed, but this was never done. As to his private shower room, the Applicant said that after the sink was detached from the wall, no attempt was made to re-tile the area, despite spare tiles being available as pointed out to the Respondent by the Applicant, and leaving an unfinished and unsightly shower room.

24. As to the carpet and flooring, the Applicant said that a new carpet was fitted at the beginning of the year, but only part of the third floor was covered. Another area from the front door to the kitchen was left with *'old, loose carpet, held in place with visible staples, creating a*

trip hazard.' The Applicant said that he had flagged this issue months in advance, yet it remained unaddressed.

25. The Applicant said that the upstairs bathroom lacked a shower head, and this had been the case for over two years. This was because the shower had leaked into the Applicant's room. He said that despite repeated assurances, no repairs were carried out. He had been told that the entire bathroom would be renovated, but this did not occur.

26. In his room, the Applicant said that one window had a leak, but the Respondent's 'fix' was to drill a hole into the frame rather than a proper repair. He said that a second window was to be resealed, but that work was never carried out. While other tenants received new windows, he felt that his windows had been left partially repaired, with poor or no finishing.

27. As to back door security and repair, the back door became insecure and would not lock, so a temporary bolt was installed, but a hole was drilled into the frame rather than replacing the faulty lock. The Applicant said that although a new lock was eventually ordered, this process took several months. The result was that the door could only be locked from the inside, *'making it insecure when leaving the property via the back. This is a serious security concern that has not been properly resolved.'*

28. Finally, the Applicant stated that another room in the building had been recently advertised for rent at £400 per month, before being quickly reduced to £380 per month. The Applicant said that he understood market fluctuations but considered it unreasonable to expect or impose rent increases when the property was in poor repair; basic living standards were not met, longstanding repairs had been *'delayed, ignored, or poorly executed.'* He felt that requesting higher rent while essential maintenance and safety standards had been neglected was not justifiable.

29. To summarise, the Applicant said that he had experienced years of neglect and inadequate living conditions. He maintained that repairs had been inconsistent, delayed, or insufficient. However, he had consistently cooperated, paid rent in full, *'and even paid for alternative accommodation during recent works.'* He said that the property and his room remained well below acceptable standards of *'habitability and liveability'*. He asked the Tribunal accordingly to consider the Landlord's failure to meet legal and contractual obligations, and whether the current rent was appropriate, *'given the ongoing issues and living conditions.'*

THE LANDLORD'S SUBMISSIONS

30. The Respondent's agent, Toni Halliday MARLA, Property Manager of Move Lettings provided a statement dated 18 March 2025 and appended electronic links to four rental

properties. The agent stated that there were not many room-lets available or agreed on the market to be able to give full comparative data for rent amounts in the area.

31. The Respondent nevertheless provided the following advertisements as evidence. The first was a room in a shared house in Libanus Road, Ebbw Vale with an agreed rent of £500 per month. This included a furnished double bedroom and was inclusive of all bills. The second was a room in a shared house in Commercial Road, Tredegar, with an agreed rent of £550 per month. This was a furnished studio room, and again all bills were included. The third was a one-bed house in High Street, Blaina, which the agent said was currently available for £400 per month. This was unfurnished, with no bills included. The final property was in Morgan Street, Tredegar, which the agent said was also currently available for £400 per month and was also unfurnished with no bills included.

32. In summary, the agent stated on behalf of the Respondent that *'When these are compared to the current accommodation provided to Sean (double room, unfurnished, all bills included), the evidence shows that £420 per month is a fair market rate.'*

THE DELIBERATIONS OF THE RENT ASSESSMENT COMMITTEE

33. The Applicant did not raise any issue with the validity of the Notice of Variation of Rent. The Committee was satisfied that the Notice of Variation of Rent was a valid notice, and having been satisfied that the Notice was valid, went on to consider the evidence provided by the parties.

34. The Committee noted that the Applicant had, in the past, been willing to accept increases in rent, however this was based on assurances on behalf of his Landlord to the effect that certain repairs would be carried out. The Committee was concerned to note an e-mail from the Respondent dated 19 February which stated; *'If you are not happy with the increase or not happy with your room, please do send me your notice to vacate'*. The e-mail also stated that if the Applicant wanted further help, then he should send details of what he would like resolved. A further undated e-mail on behalf of the Landlord states; *'you should also be aware mortgage rates have also gone up which has meant increases are needed and also rent should be reviewed.'*

35. The Committee noted from the Applicant's evidence; which included photographs, videos and screenshots of messages to the current and previous managing agents for the property that there had been a history of damp, mould and water ingress in his room, and that he had informed the agents of the on-going problems over a period of years. The Committee was

mindful of Section 91 of the Act in this respect, and of the Landlord's duties in ensuring that the relevant dwelling is fit for human habitation.

36. The Committee was extremely concerned to note the extent of the damage, damp and mould evident from the Applicant's photographs. It was also disappointed to note that the Respondent did not start to address the issues at the property until nearly three months after the Applicant made his application to this Committee. It considered that the Respondent's eventual action was likely to have been prompted by the Application. Nevertheless, as the issues appeared to have been partly addressed between 24 and 31 May 2025, and before the date of the Surveyor Member's inspection, it was not possible to make a formal assessment that the extent of the damage as of 28 April 2025 meant that the Dwelling had been unfit for human habitation at that time. The Committee was satisfied, however, that the photographic evidence of the very poor state of repair of the Applicant's room clearly showed that there was no justification for a rent increase prior to this work being carried out.

37. Having noted all the above, the Committee was required to consider the position as at the date of inspection on 3 July 2025, in accordance with the report and photographs produced by the Surveyor Member. In the circumstances, the Committee considered that the rent which the Dwelling might reasonably now be expected to be let in the open market would not be significantly reduced as a result of its current condition. It considered that the damp and mould was now at a minimal level, however, it noted that this staining had started to reappear after a very short period, and this suggested that there was a more fundamental issue in relation to the bathroom above. The Respondent would be expected to address the underlying cause within a reasonable timescale.

38. As for the other defects which the Applicant identified, again if the bathroom on the first floor is to be used, it would be expected that the Respondent would resolve the underlying issue within a reasonable timescale, so that the problems regarding the shower and the seals around the bath were properly addressed. The Committee agreed that the standard of decoration was not high; nevertheless, it did not consider that this would merit a reduction in the rent which might reasonably be expected to be paid for this Dwelling. Similarly, missing tiles above the wash handbasin, and a broken locking mechanism on the patio doors would not merit a reduction. However, the issues clearly need to be addressed by the Respondent.

39. The condition of the living room on the lower ground floor was, however, a matter of concern and the rising damp issue clearly needs to be addressed as a matter of urgency. The windows in the Applicant's room also require attention to prevent ingress of water and condensation, and the external silicon sealant should be renewed. In these circumstances, both issues would merit some reduction in the rent reasonably payable.

40. The Committee went on to consider any comparable properties for rent. The Applicant did not offer specific evidence in relation to any comparable properties. He accepted that there were other properties in the area which let rooms out in houses of multiple occupation, equal to that of the proposed rent increase. However, he said that it was impossible to make a direct comparison as no other rooms for rent were covered in damp and mould or had leaks into the room. He also wished to make it clear that another room in the property was originally advertised at £400 per month, before being quickly reduced to £380 per month.

41. The Committee considered the evidence of comparator properties supplied by the Respondent. It was satisfied that only two were relevant in terms of comparable bedsit accommodation rather than flats. As for the property at Libanus Road, Ebbw Vale, which was 800 metres away from 12 Eureka Place, this was a bed-sit double bedroom in a 4-bedroom house with shared facilities which was let at £500 per month, inclusive of bills. Regarding the property at Morgan Street, Tredegar, which was 2.5 miles away from 12, Eureka Road, this was a furnished double bedroom in a 5-bedroom property which was let at £400 per month, inclusive of bills.

42. The Committee also considered the third comparable, being another room at 12 Eureka Place and advertised for rent and subsequently achieved at £380. The Committee noted that this was a smaller room and an inferior location within the property in comparison with the Applicant's room. The Surveyor Member calculated the equivalent rental values in terms of the square metreage. At £380 rent, the smaller room of 14.93 square metres equated to £25.42 per square metre. On the same basis, the Applicant's bed-sit of 18.77 square metres would have amounted to £477 per month. The Committee noted that the current rent of the Dwelling was £400 and that the Applicant had been content to pay that sum. The average of the three comparable figures would be £459.

43. The Committee was satisfied in the circumstances that £460 would ordinarily have been the appropriate market rent for the Dwelling. Having considered this point; the Committee went on to consider the appropriate rent for the Dwelling in its current condition. In accordance with the Committee's findings in relation to this point, the following deductions were considered to be reasonable, being £20 in relation to the condition of the living room, £5 in relation to the condition of the carpets, a further £10 in relation to the condition of the windows in the bed-sit, and £5 in relation to the poor door-locking mechanism. These deductions would lead to a revised rental value of £420 per calendar month.

44. The Committee noted that the Respondent had indicated that the rent increase was related to mortgage increases. It wished to make it clear however that Regulation 6 of the Rent Determination Regulations does not allow for the impact of such matters upon the Landlord to

be considered. The Regulation is concerned only with the question of the level of rent upon which the Dwelling might reasonably be expected to be let in the open market under the same type of contract, bearing in mind the assumptions described in the Regulation.

DETERMINATION

45. In conclusion, the Rent Assessment Committee hereby determines that the rent at which the Dwelling might reasonably be expected to be let in the open market by a willing landlord under the same type of relevant converted contract is £420 per calendar month from 31 May 2025. In accordance with Paragraph 5 of the Regulations, the rent of £400 remained payable with effect from 28 April 2025, being the date specified in the Notice under section 123 of the Act, until 31 May 2025, being the date on which the works were carried out at the Dwelling.

Dated this: 22nd day of July 2025

C Jones
Tribunal Judge