

Y TRIBIWNYLS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL

Reference: RAC/0002/06/25

In the matter of 34 Fair Meadow Pentrych Cardiff CF15 9QY

In the matter of an application under the Renting Homes (Wales) Act 2016 &

The Renting Homes (Rent Determination) (Converted Contacts) (Wales) Regulations 2022

Tribunal Judge : Ms TE Richards-Clarke

Surveyor member: Mr Hefin Lewis

Lay member: Mrs Carole Thomas

Applicants: Mr Andrew Riddler and Ms Bianca Burt

Respondent: Northwood Cardiff Ltd

Date and Venue of Hearing: 15 August 2025 Remote Hearing

Decision

The Tribunal determines that the market rent payable for the property is £710 per calendar month. The new rent is payable from 15 June 2025.

Reasons

Background

1. The Applicants, Mr Andrew Riddler and Ms Bianca Burt, occupy the property known as 34 Fair Meadow Pentrych Cardiff CF15 9QY. The Respondent landlord is Northwood Cardiff Ltd.
2. The Applicant entered into occupation of the property in around January 2020 with an Assured Shorthold Tenancy agreement dated 15 January 2020, for a term of 6 months. The rent was £515 per calendar month. On expiry of the contractual term the Applicants continued to occupy the property under the terms of a statutory periodic tenancy.

3. *The Renting Homes (Wales) Act 2016* was implemented on 1 December 2022. As a result of this the Applicant's statutory periodic tenancy was automatically converted to a periodic standard contract.

The Application

4. On 9 April 2025, the Respondent served a Notice of Variation of Rent in Form RHW 12 [page 50 hearing bundle] pursuant to *section 123 Renting Homes (Wales) Act 2016*. This proposed a rent of £750 per calendar month from 15 June 2025 to replace the existing rent of £675 per calendar month.
5. The Applicants have made an application for determination of the rent to the Tribunal in accordance with *section 3 The Renting Homes (Rent Determination (Converted Contracts) (Wales) Regulations 2022*.
6. On 17 June 2025, the Tribunal issued directions. Both parties have submitted written evidence in accordance with these directions.
7. The Applicants rely on their joint statement dated 16 July 2025 and accompanying documents [page 141 to 168 bundle]. In this statement they raise the poor transport links, anti-social behaviour in their local area, lack of a communal garden and the limited maintenance and issues with the property.
8. The Respondent landlord relies on the statement of Mr Gwinutt, Director dated 1 July 2025 and accompanying documents [page 53 to 140 bundle].
9. The Tribunal Surveyor member inspected the Property on the morning of 11 August 2025 with the determination then taking place following a remote hearing attended by both parties on 15 August 2025.

The Legal Framework

10. *The Renting Homes (Wales) Act 2016* provides as follows:

Section 123 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.

11. *The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022* provides as follows:

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,

The Inspection

12. The inspection of the property was undertaken by the Tribunal Surveyor during the morning of 11 August 2025 when the Applicant was in attendance.

13. The property is situated in an established residential estate of mixed Local Authority and other housing. Pentyrch is a semi-rural village with amenities including a premier store/post office, butchers, hairdressers, public houses, doctors' surgery, pharmacy, and estate agents. Pentyrch is approximately 7 miles northwest of Cardiff. The area is served by public transport including a bus service and 'Taffs Well' train station that is approximately two miles away.
14. The subject premises is a purpose built first floor flat in a two storey development of similar size self-contained flats. The accommodation is arranged on the first floor and briefly comprises: Ground Floor entrance hall with steps leading up to the first floor comprising: landing, bathroom with shower over and w/c; living room, fitted kitchen, bedroom. The flat has a gross internal floor area of 49 sq. The current EPC rating is C.
15. The description at paragraph 4 of the occupation contract includes '*all gardens and grounds.*' The original assured shorthold tenancy at clause 4.9 includes a provision to '*keep the gardens and exterior surrounds in a clean a tidy order.*' The sales particulars refer to a communal garden. However, the applicants maintain that there is, and never has been, access to the rear garden.
16. The main external fabric of the property appears generally consistent with its age and type of construction. There is a displaced downpipe that requires reinstatement. Internally localised plaster shrinkage cracking is visible notably around window openings and accordingly decorative condition is fair only. There is some staining to bedroom carpet although the other floor coverings are in good order. Drainage from the kitchen sink is slow to drain which may suggest some drainage issues. The central heating boiler is dated and will lack the economic benefits of modern boilers. Overall, the flat was in reasonable condition for its age. Whilst there are no items of major disrepair, some improvements would be desirable, and these have been considered in the calculation of rental value detailed below.

The Hearing

17. Mr Riddler on behalf of the Applicants, and Mr Gwinutt on behalf of the Respondent, attended the hearing. First, the Tribunal outlined the issues outlined by Mr Riddler and Ms Burt in their joint statement and documents and gave Mr Riddler an opportunity to address the Tribunal. In addition, members of the Tribunal asked Mr Riddler about access to the garden and noted that the comparable rental properties relied on were in a different locality. Members of the Tribunal also asked Mr Gwinutt questions about the comparable rental properties relied on; in particular that these had outside spaces and gardens and parking, and one was a house in a better location. Both parties were also given the opportunity to make representations.

Deliberations

18. Following the implementation of the *Renting Homes (Wales) Act 2016* the Applicants occupation of the property was automatically converted to a periodic standard contract on 1 December 2022. Accordingly, jurisdiction to determine this matter arises by virtue of *regulation 3 The Renting Homes (Rent Determination (Converted Contracts) (Wales) Regulations 2022*.
19. The Tribunal has considered the notice dated 9 April 2025. The validity of this notice is not in dispute the Tribunal are satisfied that as this is the notice of variation of rent the notice complies with the requirements of *section 123(1) (2) (3) Renting Homes (Wales) Act 2016*.
20. Therefore, the Tribunal is to determine the rent which the property might reasonably be expected to let in the open market by a willing landlord under the same type of relevant converted contract having regard to *regulation 6 The Renting Homes (Rent Determination (Converted Contracts) (Wales) Regulations 2022*.
21. The Tribunal relied on the expertise of the Surveyor member with regard to the comparable rental properties relied on by the Applicants and the Respondent. The comparables provided by the Applicants have monthly rents of £700 to £725. However, these are in different localities between 9 and 13 miles from the subject property. The comparables provided by the Respondent have monthly rents ranging from £725 to £775. The first two comparables are in the same locality but with more desirable outside spaces. The first comparable is also furnished and therefore requires adjustment to which the respondent agreed that £750 would be appropriate. The third comparable is a house with parking and private gardens in a more desirable nearby village. The Tribunal also had regard to the rental data compiled by the Office of National Statistics (ONS) showing an average increase in rental values in the Cardiff area of 9.5%. The Tribunal further found that the evidence before the Tribunal is that while the Applicants are permitted to access the garden through the metal gate at the property, the Applicants choose not to do so, and the communal garden is primarily occupied by the ground floor flat. The Tribunal accept that, whilst the garden area does form part of the tenancy agreement, it is not convenient or easily accessible to the occupiers of flat 34.
22. In these circumstances The Tribunal were of the view the open market rent for the property was £740 per calendar month. However, from this sum the Tribunal has made adjustments for the location and lack of outside space, dated central heating, staining to the carpet and plaster shrinkage cracks:

Monthly Market Rent	£740.00
<u>Less adjustments</u>	
Location and outside space amenity	£15.00
Dated central heating	£ 5.00
Bedroom carpets - staining	£ 5.00

Plaster finishes – shrinkage cracks	£ 5.00	<u>£ 30.00</u>
<u>Adjusted Monthly Market Rent</u>		<u>£710.00</u>

23. Accordingly, the Tribunal determines the appropriate rental level to be £710 per calendar month commencing on 15 June 2025.

Dated this 21st day of August 2025

T E Richards-Clarke
Tribunal Judge