

Y TRIBIWNLYS EIDDO PRESWYL  
RESIDENTIAL PROPERTY TRIBUNAL

Reference: RAC/0009/08/25

In the Matter of Grand Lodge South, Clynnog Road, Glynllifon Park, Gwynedd, LL54 5DY

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

The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022.

APPLICANT                    Dawn Thomas                    In Person

RESPONDENT                    Pravin Jadeja

                                  Represented by Sheik Raham                    (Solicitor)

Tribunal Judge T Lloyd

Mr. T Daulby Bsc MRICS FNAEA (Surveyor Member)

Mr H E Jones (Lay Member)

Date of Inspection                    8<sup>th</sup> December 2025

Date of Hearing                    9<sup>th</sup> December 2025

**DECISION**

**The Tribunal determines that the market rent payable for the property is £1,100 (One Thousand One Hundred Pounds) per calendar month. The new rent is payable from 22<sup>nd</sup> September 2025.**

**REASONS FOR DECISION**

**Background**

1. The Applicant, Ms Dawn C Jones, occupies the property known Grand Lodge South, Clynnog Road, Glynllifon Park, Gwynedd, LL54 5DY ("the Property"). The Respondent landlord is Mr Pravin Jadeja.

2. The Applicant entered into occupation of the Property in August 2022 pursuant to an Assured Shorthold Tenancy agreement for an initial 6 month term. The rent was £1,100.00 per calendar month.
3. The Renting Homes (Wales) Act 2016 (“the Act”) was implemented on 1 December 2022. As a result of this, the Applicant’s tenancy was automatically converted to a standard contract and by now a periodic statutory standard contract as the initial fixed term has expired.

### **The Application**

4. On 2<sup>nd</sup> of July 2025, the Respondent served a Notice of Variation of Rent in Form RHW12 pursuant to s.123 of the Act (“the Notice”). This proposed a rent of £1,500 per calendar month from 22<sup>nd</sup> September 2025, to replace the existing rent of £1,100 per calendar month.
5. By way of an application, dated 3<sup>rd</sup> of August 2025, the Applicant applied for a determination of the rent to the Tribunal pursuant to s.3 of the Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022 (“the Regulations”).
6. On 20<sup>th</sup> August 2025, the Tribunal issued directions. Both parties have submitted written evidence in accordance with these directions. The directions also invited both parties to inform the Tribunal, and each other, if they required an oral hearing of the matter and stated that if no oral hearing was requested, the Tribunal may make its decision on the documents provided by the parties. Both parties requested an oral hearing.
7. All Tribunal Members attended the inspection of the property on the 8<sup>th</sup> of December 2025 commencing at 10.30 am. A virtual hearing followed on the Teams platform commencing at 10.00am on the 9<sup>th</sup> of December 2025.

### **The Parties’ Written Submissions**

8. The Applicant relies upon the completed application form plus a witness statement dated the 23<sup>rd</sup> September 2025 including comparables relied upon and comments on the Respondent’s witness evidence dated the 23<sup>rd</sup> September 2025. In addition, the Applicant relies upon a HHSR report compiled by Gwynedd County Council and a list of defects identified at the time she entered into the (initially) Assured Shorthold Tenancy now the standard periodic contract and further amended versions of the same.
9. The Respondent relies upon his statement dated the 23<sup>rd</sup> of September 2025 and a statement from his Agent Ms Tahera Khalid. The Respondent’s statement confirms that the Applicant moved into the Property in August 2022. In that statement he describes the property as “a very old lodging house within the historic grounds of Glynnifon Estate Country Park. It is a unique property due to its location and history”. The property is grade 2 listed and as such the Respondent’s submissions are that it is

not simply a matter of replacing windows as the materials have to be like for like. In his view there are no other properties in the area and therefore no compatible properties given the combination of its location and extensive gardens and isolated position makes it very desirable. Despite this the Respondent provides 12 compatible properties some on the Isle of Anglesey and some on the mainland.

10. In terms of the repairs the Respondent makes the point that the applicant was aware of these when she viewed the property and could not expect any repairs to be remedied in short order. The Respondent identifies some issues such as for example the sink not draining due to blockage being down to plumbing issues due to the age of the property and similarly the same comment relation to the downstairs toilet and sink not draining.
11. In relation to the windows and cracked pane of glass he again relies upon the fact the property is listed making it more difficult to repair and or replace windows as they would need to be exactly the same as existing.
12. The Respondent relies upon a valuation from a local estate agent (Dafydd Hardy which can be found as exhibits PJ14 page 145 of the Bundle confirming a rental value of £1500 per calendar month.
13. Conversely the Applicant's submissions in the witness statement as referred to in paragraph 8 above are in the main a reply to the Respondent's comments states as follows:
  - i. The listing only affects the external appearance of the property.
  - ii. The property was extended in the 1980s to create a kitchen extension.
  - iii. The garden is not extensive with most of it being densely wooded and incapable of use.
  - iv. The property is not in a secluded location given its proximity to an agricultural college, working farm ,shops and a cafe together with children's play park .
14. In terms of the comparable properties relied upon by the Respondent the Applicant makes the point that four are on the Isle of Anglesey and submits that house rents there are approximately 50% higher than in Gwynedd. The remaining five properties although within the county of Gwynedd the ones in Bangor are within an university city where rents are always higher. Finally, in relation to the 7th compatible relied upon by the Respondent the Applicant makes the point that it is a larger property "fully modernised with Upvc windows and manicured lawns".
15. The Applicant also submits that the properties relied upon by her are in closer proximity and more accurate to the property.
16. At paragraph 19 of the Applicant's witness statement 152 of the Bundle the Applicant states that she contacted Messrs Dafydd Hardy who had provided the Respondent's rental valuation report and upon informing them that as per the applicants case the energy performance certificate EPC rating is F (as she commissioned her own report

after the Respondent had obtained one at the time the property was let initially. At that time the EPC rating was E) Messrs Dafydd Hardy commented that the property was un-inhabitable. The Tribunal's own research of the official public EPC register however revealed that the EPC is still shown as rating an E.

17. In relation to the outstanding repairs she disputes they were obvious at the time she entered into the agreement. The only defect visible was a cracked window pane. All the windows been recently painted and therefore any defects were not visible. The Applicant accepts that due to the listing it is not simply a matter of replacing a window but then goes on to criticise the manner in which timber the respondent has used to rectify matters. For example, using incorrect timber and putting in large panes of glass and then planting fake Georgian bars on the glass. The Applicant states that she has contacted CADW who confirm that no planning application has been made.
18. At paragraph 28 of the Applicant's witness statement page 54 of the Bundle she states that an Improvement Notice had been sent from Gwynedd County Council to the Respondent together with a detailed report providing 3 months to complete all the repairs. We have not seen a copy of either the report or any Improvement Notice.
19. The Applicant confirms that a mould remedial company attended for the purpose of providing a quote on the 8th of October 2025 but does not mention anything else in that regard. The Applicant also commissioned a housing disrepair survey that concluded that some £250,000 needed to be spent on the property to bring it up to a habitable standard.
20. At paragraph 32 of her witness statement the Applicant sets out what she refers to as the "key issues regarding repairs" as follows:
  - i. No working electric in the smallest bedroom
  - ii. Broken and cracked windows, rotten and broken window frames
  - iii. Some windows painted shut and other such as the bathroom window painted open
  - iv. Penetrating damp downstairs causing cracks between the laminates and skirting
  - v. Subsidence to the rear of the property going into the rear of the hallway
  - vi. Insecure rear door black mould in six rooms
  - vii. Shower room un-useable for 20 months due to black mould
  - viii. Downstairs toilet has never worked;
  - ix. Water runs through the pendant light in the Applicant's bedroom during rainfall;
  - x. Infestation into the attic space due to there being no secure windows.
  - xi. Since 2023 The chimneys have not been swept and when request was made the correspondence agent allegedly said the Applicant had to pay this time as they (Landlord) had paid the last time.
  - xii. To date the Applicant has not received a copy a gas certificate albeit the same has been completed.

21. Within her statement the Applicant concedes that if all the repairs have been undertaken properly the property would be worth £1500 per calendar month.

### **The Legal Framework**

22. S.123 of the Act 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.

23. The Regulations 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 regulations 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 an occupation contract of the same type as the relevant converted contract to which the notice under section 104 or 123 of the Act relates, assuming that-
  - (a) the occupation 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 tenant, 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 contract-holder to comply with any terms of the relevant converted contract or the tenancy or licence which existed immediately before the appointed day has no effect on the rent.

#### **The Inspection**

24. The inspection of the Property was undertaken by the Tribunal on the morning of 8<sup>th</sup> December 2025. The Applicant, her son and the Respondent were in attendance.

#### **Description of the Property**

- 25. The property comprises a two-storey former Lodge House to the Glynllifon Estate, a large neoclassical building dating from the mid-1830's.
- 26. The building is constructed from a variety of solid stone and masonry walls with external rendering and pebbledash situated beneath a multi-pitched slate clad roof incorporating a single chimney stack to the central ridge area. A series of ornamental features are provided to the front of the property including arches, pillars and balustrades. The windows are of a single-glazed Georgian style sash and casement type and there are timber doors to the front and rear. Elsewhere, there are a range of cast iron and plastic rainwater fittings, together with timber fascia boards and soffits. A single-storey extension is provided to the rear of the property, being of similar construction to the main building but with exposed stone and brick walls in part.
- 27. Internally the property provides an entrance hall with lounge and sitting room, together with a fitted kitchen contained within the rear extension, off which there is a small WC. On the first floor there are three bedrooms and a boxroom, together with bathroom and separate shower room. Open fires and central heating radiators are provided to the main reception areas, together with central heating throughout the remainder of the property. Lighting and power distribution is also provided to the majority of areas.
- 28. The internal construction is of solid and suspended timber floors with solid masonry and timber internal room divisions and softwood timber joinery with internal panelled doors. Plaster finish is provided to the walls and ceilings which are decorated in keeping with the property and there is tiling to the kitchen and bathroom areas.
- 29. Externally the property adjoins the main entrance gate to Glynllifon with the benefit of off-road parking to the front contained within a small garden area with privacy hedging. Further garden areas are provided to the rear and comprise a large area of grass contained within stone walling that extends into a wooded area running adjacent to the main road.

#### **Condition of the Property**

30. The inspection of the property indicates that the main fabric appears tired and that a general scheme of maintenance and repair is required if the building is to be presented to a satisfactory standard. In particular the external roof structure shows evidence of disrepair and there are significant repairs to the external window openings, a large number of which require replacement. In addition, there are problems associated with the external drains to the property, in particular to the downstairs kitchen and toilet areas and some external rainwater fittings were also found to be in need of attention.

31. Internally there are numerous areas of damp water penetration with associated mould growth, particularly in areas of poor ventilation and heating. Elsewhere decorations were found to be affected by damp and internal services require checking for safety and correct functioning. There is, however, no indication of any significant structural defects that would cause issues, with the majority of works being limited to maintenance and repair.

**Oral Evidence of the Applicant at the Hearing.**

32. The Applicant in the main repeated what she set out in her witness statement making the following points:-

That she sent an inventory back within two weeks of moving in in August 2022 and that included a list of things that needed to be done. She had been promised that most of it could be done within six weeks.

33. As a consequence, her case was that lack of maintenance had devalued the rental value.

34. She then touched on the fact an Improvement Notice had been served and some work to clear mould had been undertaken in October 2025 but the mould had come back within seven days.

35. She submitted that we as a Tribunal had seen the repairs during the site visit and that the Respondent's contractor had wiped down the black mould just before the Tribunal Members arrived.

36. In terms of the downstairs toilet she said it was important as her grandson who stayed with her and her son (the child's father) 50% of the time and needed the use of a downstairs toilet due to his disability but was unable to do so as it overflowed all the time.

37. She also commented on the condition of the windows, some being painted so as not to open and others like the one in the bathroom being painted so as to remain open.

38. Finally the Applicat submitted that in her view the Respondent was in breach of the provisions of the Landlord and Tenant Act 1985.

39. The Applicant was then cross-examined in part by Mr Raham the solicitor for the Respondent and questions were also put to her by the Respondent directly.
40. It was put to the Applicant that she was obstructing the Respondent doing works so as to attend to the Improvement Notice by making it difficult for contractors to attend. When it was put to her that she was only allowing two hour time slots she agreed that she had done so in the past but more recently had offered 8 hour days on the 1<sup>st</sup>, 3<sup>rd</sup>, 8<sup>th</sup>, 11<sup>th</sup> (initially 12<sup>th</sup> but then had to cancel), 16<sup>th</sup>, 17<sup>th</sup> and 18<sup>th</sup> of December. Times commencing at either 10am or 9.15am.
41. In reply, the Applicant also said that the carpenter appointed by the Respondent had only attended twice but did very little. The Applicant again made the point that she had to throw the dishwater into the garden as emptying it down the sink would block the drainage system below and overflow into the toilet.
42. Tribunal Member Mr H E Jones asked the Applicant details about her grandson. She confirmed that he was 7 years of age, her son (the child's father) had 50/50 custody. The grandchild had to sleep with his father in the same bedroom as the smallest bedroom in her view was not big enough for a full size bed. In addition, she volunteered that her son is a full-time carer for her.

The Respondent's Oral Evidence.

43. In Examination in Chief when asked by Mr Raham he confirmed that he had never known that the Applicant had a disabled grandson living with her on a 50/50 basis and that her son was a full time carer - all of this only came to light during the hearing.
44. He maintained that the joiner did not attend due to being hounded by the Applicant and left site after two and a half days. He stated that the Applicant did not properly heat the property as she was not using the liquid propane gas fired central heating system and stated that the two hour slots were not sufficient for a contractor and that was causing difficulty to him in terms of repair.
45. The Respondent maintained that his obligation and desire was to make the windows safe and watertight.
46. The Respondent recounted that a drainage jetting company GEWS came out and pumped through the system in February 2023, but as the main drain is in the main road providing access to the agricultural college he was unable to dig it up in order to find the blockage. He also confirmed that Tahira Khalid had been his nominated agent for the last 7 years or so.
47. Ms Khalid gave evidence and said that she was not the Respondent's wife but his agent, that the back toilet had been repaired and working for a while before it got blocked up again. She maintained that it had been blocked up subsequently with soil. She denied any issue with mould other than as a consequence of the Applicant having a tumble dryer on the landing.

48. Tribunal Surveyor Mr T Daulby asked the Respondent if he employed local tradesmen or ones from Chester (the Respondent living in Chester) to which the Respondent replied that he always used local contractors because of their best knowledge of the area. He maintained that he had asked Bodnant Joinery, a specialist joinery firm to go out and inspect with a view to repairing or replacing the windows. They had sent three e-mails to the Applicant but not one had been answered. He stated all his contractors were specialist. At this stage the Applicant interjected then and said she had not received any e-mail from Bodnant Joinery.
49. Tribunal Member Mr H E Jones asked about the other property known as Grand Lodge North. The Respondent confirmed that that was also owned by him, it was in slightly better condition and had been refurbished and would be on the market for sale in the New Year.
50. The Applicant cross-examined the Respondent in the main asking historic questions about the other tenants and their problems or alleged problems with black mould, putting to him that her bedroom suffered from mould and that was the reason why she had to have a dressing table on wheels. The Respondent denied this and also stated that the reason why the bathroom walls were wet is because they had been wallpapered and that stymied the air circulation.
51. He also suggested when cross-examined that the Applicant only had the LPG tank filled once in 2024 and on the 22<sup>nd</sup> October 2025 closed the account with FloGas. At that time the tank was 28% full. Using the central heating for only an hour a day was making a house of that nature damp and encouraging mold. He had commissioned Rentokill to treat the mould and been advised that usually in the summer that would last quite a while and in the winter 2-3 months. As a consequence, if the Applicant was saying it only lasted 7-10 days before the mould returned it had to be as a result of the absence of heat.
52. The Respondent also suggested that the curtains were acting as a thermal barrier to cause more condensation and the only real heating apart from the open fires in the two lounges was the oil filled radiator.
53. The Respondent made the point that the Applicant knew of the property when she took it on, to which the Applicant responded that it had been freshly decorated and the issues with the windows were not apparent due to them being covered with fresh paint.
54. The Respondent also said that he was co-operating with the Local Authority in terms of the Improvement Notice and confirmed that from the rental payment point of view the Applicant had no rental arrears and had paid in full since she moved in.
55. As can be seen from the above all the evidence up to this point related to the condition of the property, mostly historic and some current. As such the Tribunal Member Mr T Daulby asked for their submissions on rents.

56. The Applicant maintained that her comparables were accurate and the ones in the range of £900 - £1,000 were relevant and that the Respondent's comparables were out of the County on the Isle of Anglesey and also in the University City of Bangor where rents were far higher.
57. When asked what she realistically wished in terms of rental, she said "I want to stay the same or a maximum £100 increase per month".
58. The Respondent then gave his evidence on the rental point and said that the Tribunal should look at his comparables. He had sought to find houses in locations, size and nature that were similar to the Property.
59. Dafydd Hardy Estate Agents had carried out a rental valuation and were of the opinion that the market rent was £1500 per calendar month. Such a sum just about covered and at times did not cover the mortgage payments in respect of the Property.
60. When asked by the Tribunal Judge if the Estate Agents had visited before procuring the valuation the Respondent said they had not but they had visited in the past.

### **Closing Submissions**

61. We then turned to closing submissions with Mr Raham going first on behalf of the Respondent. He relied upon the comparable evidence provided by his client and said his client was focusing on the Improvement Notice to get the work done and any increase was simply to be able to afford the mortgage payment.
62. Lastly, we heard from the Applicant in closing submissions. She asked the Tribunal to either reject the increase in its entirety or reduce any increase significantly. She said there was serious ongoing disrepair during her 40 month tenancy at the property. We had seen the photos and the surveys and the same problems had been encountered by previous tenants. She maintained she had raised issues since the 7<sup>th</sup> September 2022 when the inventory which was signed by the Respondent was forwarded and she had been promised that everything would be fixed within six weeks.
63. To date 95% of matters remained outstanding and as a consequence the Respondent did not comply with his obligations of the 1985 Landlord and Tenant Act.
64. The £400 per month increase contended for was disproportionate given the size, condition of the property and local rental levels and it was essentially rewarding, if granted, the landlord for disrepair.
65. She had paid the rent on time every time and the reason she paid only half the rent the last month was because there was an agreement that she would pay for new laminate flooring and it would be taken away from the rent.

66. She accepted that initially she had offered two hour time slots but then had offered further full day slots which we refer to earlier in her oral evidence.
67. She concluded by requesting for all the above reasons that the Tribunal reject the £400 increase per calendar month and leave the rent as it is, given the condition and state of repair of the property. When asked whether she still was as per her Witness Statement content to volunteer a £100 increase, she said she would be willing if all the repairs had been undertaken which is a significant change to her initial stance.

### **Deliberations**

68. Following the implementation of the Act, the Applicant's 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 r. 3 of the Regulations (as referred to above).
69. The Tribunal has considered the Notice dated 2<sup>nd</sup> July 2025. The validity of the Notice is not in dispute, and the Tribunal is satisfied that the Notice complies with the requirements of s.123(1), (2) and (3) of the Act.
70. 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 r.6 of the Regulations.
71. The Tribunal relied upon the expertise of the Surveyor member with regard to the comparable rental properties relied upon by both the Applicant and the Respondent. Both the Applicant and the Respondent provided evidence of comparables further afield and in the immediate vicinity of the Property. In addition, the Surveyor member has undertaken his own research as to market rents of similar properties.
72. In terms of the maintenance issues, we are tasked with determining the rent as a consequence of the review notice at the effective date and therefore place no weight upon what has done or not been done historically and have to concentrate upon the r.6 considerations as set out in the regulations which include considering the currnt condition of the Property.
73. In the circumstances, having considered all the information available to the Tribunal and having regard to the age and current condition of the Property, the Tribunal considers that if the Property were to be let in the open market, pursuant to r. 6 of the Regulations, the Property would achieve a rental of £1,100 (One Thousand One hundred Pounds) per calendar month.
74. In all the circumstances, the Tribunal determines the market rent for the Property to be £1,100 (One Thousand One Hundred Pounds) per calendar month, commencing on 22nd September 2025.

Dated this 16<sup>th</sup> day of December 2025.

Tribunal Judge T. Lloyd