

Y TRIBIWNYLS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL

Reference: RAC/0080/08/24

In the matter of Isfryn, The Court, Coyauchurch, Bridgend, CF35 5EH

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

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

Tribunal Judge : Ms TE Richards-Clarke

Surveyor member: Mr Andrew Lewis BSc FRICS FCIArb (Surveyor Member)

Applicant: Ms Angie Deonarine

Respondent: Mr Jon Embling and Mrs Helen Vaughan Embling

Date and Venue of Hearing: 8 December 2025 Inspection and determination on the papers.

Decision

The Tribunal determines that the market rent payable for the property is £850 per calendar month. The new rent is payable from 29 September 2025.

Reasons

Background

1. The Applicant, Ms Angie Deonarine occupies the property known as Isfryn, The Court, Coyauchurch, Bridgend, CF35 5EH. The Respondent landlord is Mr Jon Embling and Mrs Helen Vaughan Embling.
2. The Applicant entered into occupation of the property in around August 2001. *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 written statement of the occupation contacted made under the Renting Homes (Wales) Act 2016 has been provided to the Applicant and acknowledged as received on 14 March 2023 [page 74 to 93 hearing bundle].

The Application

3. On 29 July 2025, the Respondent served a Notice of Variation of Rent in Form RHW 12 [page 13 hearing bundle] pursuant to *section 123 Renting Homes (Wales) Act 2016*. This proposed a rent of £925 per calendar month from 29 September 2025 to replace the existing rent of £750 per calendar month. The new proposed rent is exclusive of gas, electricity and water bills.
4. The Applicant has 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*.
5. On 20 August 2025, the Tribunal issued directions. Both parties have submitted written evidence in accordance with these directions.
6. The Applicant tenant relies on her statement 15 October 2025 and documents [page 95 to 260 hearing bundle]. In this statement at pages 100-101 the Applicant tenant relies on:
 - (a) Unsafe and unfit conditions and hazards including faults in the electrical system, inadequate ventilation and persistent damp
 - (b) Retaliatory behaviour by the landlord/agent including suggested surrender of tenancy due to alleged late rent payments, serving a rent increase of 23.5% after complaints and issuing a no-fault eviction notice.
 - (c) Issue of variation of rent when the property was not fit for human habitation.
7. The Applicant tenant further submits [at page 121-2] that from a fair rent estimate baseline of £1,200 per calendar month for a comparable property adjustments should be made for the subject property:

Feature Difference	% Adjustment	Deduction
No off-road parking (small garage only)	12%	£144
Small courtyard garden vs. larger gardens	7%	£84
Kitchen lacking units, dated	10%	£120
Bathroom 24 years old	6%	£72
Windows 24 years old, condensation; EPC D	6%	£72
Damp & poor ventilation	12%	£144
Directly onto pavement, single access	4%	£48

Total deductions:	57%
Adjusted rent estimate:	<u>£1,200 – £684 = £516</u>

8. The Respondent landlord relies on the rent of £1250 per calendar month and £1050 per calendar month for comparable properties in September 2025 [page 94 of the hearing bundle].

9. The Tribunal inspected the Property on the morning of 8 December 2025 with the determination then taking place on the papers.

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 during the morning of 8 December 2025 when the Applicant was in attendance, along with all members of the Tribunal.
13. The property is an older style semi-detached traditional house constructed in solid stone and brick walls under a pitched slate roof, with kitchen, lounge and shower room on the ground floor and two bedrooms and bathroom on the first floor. The property is in good condition, and no items of disrepair were noted which materially affected the rental value of the property. Externally there is a small garden with a greenhouse and a single garage. The property is located on the main road in Coychurch. This is a village around 2 miles from Bridgend town centre and also a short distance from access to the M4 motorway.

Deliberations

14. Following the implementation of the *Renting Homes (Wales) Act 2016* 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 *regulation 3 The Renting Homes (Rent Determination (Converted Contracts) (Wales) Regulations 2022*.
15. The Tribunal has considered the notice dated 29 July 2025. The validity of this is not in dispute and the Tribunal are satisfied that it complies with the requirements of *section 123(1) (2) (3) Renting Homes (Wales) Act 2016*.
16. 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*.

17. The Respondent has provided two comparables for consideration. Both are in the Bridgend area, but some 2 to 3 miles from the subject property. In addition, both properties are modern, and one has off street parking and a front garden. The Tribunal were therefore of the view that the asking rents of £1,250 per calendar month and £1,050 per calendar month exceeded that which might reasonably be expected for the subject property, and do not assist in the determination of the rental value of the subject property.
18. The Applicant submits that substantial reductions should be made for the lack of off road parking, a small courtyard garden, dated kitchen units, bathroom and windows, damp, poor ventilation and access directly onto the pavement. The Tribunal decided that such reductions were not appropriate. This was because no items of disrepair were noted at the inspection, and the kitchen, bathroom and windows were all in satisfactory condition. Further, while the property is on the main road access to the property is available off the main road via The Court, and there is also a small garden and single garage for the Applicant's sole use. The Applicant also included within the bundle an email she received from Hunters Estate Agents of Bridgend, suggesting that the rent value of the subject property was in the region of £750-£800 per month, but is unclear if this follows an inspection of the property, or just a telephone conversation.
19. We have considered the availability of older style properties locally and note that asking rents can range from £800 to £995 per calendar for comparable two bedroom houses. However, this includes properties which have very recently been refurbished with new kitchen and bathrooms. Given this, taken together with the Tribunals own expert and general knowledge of rental values in the area, we consider that the open market rent for the subject property in this condition and with the amenities would expect to be £850 per calendar month.
20. Accordingly, the Tribunal determined 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 to be £850 per calendar month commencing on 29 September 2025.

Signed:

TE Richards-Clarke

Dated this 16th day of December 2025