

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL

Reference: RAC/0014/10/25

In the Matter of 1 Nant Fach, Llangybi, Ceredigion, SA48 8NR

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

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

APPLICANT Philippa Jones

RESPONDENT Eirian Rogers
 1 Stop Lettings (Aber) Ltd

ORDER

Background and the Law

1. On the 1st October 2025 an application was made to the Tribunal sitting as a Rent Assessment Committee in relation to 1 Nant Fach, Llangybi, Ceredigion SA48 8NR (the Property) in respect of a notice of variation of rent for the Property in Form RHW12 served on the Applicant by the Respondent.
2. The Property is occupied by the Applicant under a periodic Standard Occupation Contract for the purposes of the Renting Homes (Wales) Act 2016 (the Act). The Property was originally let to the Applicant on an Assured Shorthold Tenancy Agreement (“Tenancy Agreement”) dated March 2009. A Conversion Document for the Applicant signed by the Landlord is dated 28th March 2025 (“Conversion Document”). Both the Tenancy Agreement and the Conversion Document have been provided to the Tribunal.
3. The Conversion Document contains an express provision relating to variation of rent specifically:
 - (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 you 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 a term of all periodic standard contracts under which rent is payable*
4. The Tribunal considers that this means if a valid notice of variation of rent is served then subsequent notices served by the Landlord for variation of rent must specify a date which is not less than one year after the last date on which a new rent took effect. The purpose of this

provision in providing for a variation to rent is to protect tenants from sudden financial pressure and allow time to seek advice or challenge the proposed variation and provide a measure of stability and predictability for tenants aligning with consumer protection principles.

5. The Respondent served a notice In Form RHW12 dated 6th August 2025 on the Applicant stating that the new rent shall be £775 per calendar month from the 10th October 2025 in place of the existing rent of £520 per calendar month.
6. Form RHW12 is the correct form for use in a variation of rent that that served on the Applicant gives two months notice of the proposed increase in rent to £775 per calendar month. The Tribunal finds that this is a valid notice.
7. A tenant has a right to challenge a rent increase by applying to the Rent Assessment Committee using application Form RAC4. The Tribunal has been supplied with application in Form RAC4 signed by the Applicant dated the 1st October 2025.
8. The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022 (the Regulations) provide at Regulation 3(2) that the application to the Rent Assessment Committee must be made in the prescribed form and within two months following the receipt of the notice under section 104 or section 123 of the Act in Form RHW12. For ease of reference, we recite the relevant extracts below:

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

9. The Tribunal find that this requirement under section 104 or section 123 of the Act is satisfied.
10. Regulation 4 of the Regulations provides that a Rent Assessment Committee must determine all applications made under Regulation 3 in accordance with the assumptions set out in Regulation 6.
11. Regulation 6 of the Regulations provides that the 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 converted contract as that to which the notice relates.
12. Regulation 6 provides for certain assumptions to be made when determining the new level of rent:
 - 12.1 The converted contract began on the date specified in the Notice that is the 10th October 2025
 - 12.2 The granting of a contract to a sitting tenant has no effect on the rent
 - 12.3 Any increase in the value of the dwelling attributable to a relevant improvement carried out by the tenant/licensee/contract holder has no effect on the rent if the improvement was carried out; otherwise than in pursuance of an obligation to the immediate landlord, OR was pursuant to an obligation to the immediate landlord which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement.

- 12.4 Any reduction in the value of the dwelling attributable to a failure by the contract holder to comply with any terms of the converted contract has no effect on the rent.
- 12.5 Council Tax paid by the landlord on the Property 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
- 12.6 The landlord is not paying rates in respect of the Property.

13. There is no equivalent provision in the Regulations to the Housing Act 1988 section 14 (7) allowing rent to be payable from the date of the Tribunals decision owing to undue hardship. Regulation 5 of the Regulations provide: *“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”*

14. Therefore, unless the Applicant and the Respondent agree otherwise the level of rent determined by the Tribunal will take place from the 10th October 2025.

Inspection

15. The Property was inspected during the morning of Friday 30th January 2026 by the Tribunal Surveyor and the Tribunal Judge. The Applicant was present but the Respondent was not present.

The Property

16. The property is situated in the rural village of Llangybi. The village provides limited amenities but is located approximately mid-way between the market towns of Lampeter and Tregaron which provide for everyday facilities.

The property is believed to have been constructed in or around 2007 and comprises of a traditionally built two storey end terrace house in a block of three. The accommodation comprises:

- Ground Floor: hall, cloakroom with w/c, Sitting room, open plan kitchen.
- First Floor: landing, bedroom 1, bedroom 2, bathroom with w/c.
- Externally: gardens to front and rear, side pedestrian access, communal parking area.
- Services: Mains electricity, water and drainage are connected. Heating is via an electric boiler ‘wet’ radiator system. The Property has solar panels to the rear roof pitch.

17. The Applicant reports that she has not been able to use car parking at the rear of the property since May 2025. Adjoining properties have apparently been sold with parking at the rear of those properties which has led to uncertainty over continued car parking benefitting the Property. A copy of the original Assured Shorthold Tenancy Agreement dated March 2009 supplied to the Tribunal makes no specific reference to car-parking rights and nor does the Conversion Document dated March 2025 unless there is an amendment agreed after the Applicant began to occupy the Property which is not reflected in the agreement. Written evidence of an agreed amendment as to car parking rights has not been supplied to the Tribunal.

General Condition

18. The general condition of the main fabric appears consistent with its age and type of construction but with some maintenance repairs required. The roof incorporates breathable felt under a tiled roof. Internally, the accommodation was generally well presented to include modern kitchen and bathroom facilities.

19. During the inspection, the following issues were identified:

19.1 Evidence of condensation and black mould was identified to localised areas within the property including :

- At high level to both bedrooms where the internal walls meet the ceilings.
- To window reveals and frames
- To wall/ceiling finishes in the bathroom
- To roof lining/felt within the roof void
- Leaks below kitchen sink

19.2 Damaged / cracked wash hand basin

19.3 Worn floor finishes

19.4 Dilapidated garden fencing

19.5 Damaged garden gate

19.6 Uneven / loose footpath

Tenant Improvements

20. The Applicant commissioned a survey from 'NEST energy efficiency scheme' and as a consequence the heating system within the property was improved and upgraded. The upgrading works had no financial impact on either the Landlord or Tenant.

Hearing and comparable evidence

21. The Tribunal has made its decision on the papers without a hearing involving the Applicant and Respondent. The Tribunal notes the Directions Order dated 8th October 2025 states that details of any lettings of similar properties supplied to the Tribunal by the parties must be supported by confirmation from a letting agent that the actual rent is payable as opposed to a comparable based on letting particulars.

22. In her submissions to the Tribunal the Applicant relied on evidence provided by a Mr. Jonny Williams of West Wales Lettings on page 133 of the Bundle in which he states:

"We don't have any 2 bed properties in Forest lane. We have a 3 bed which is £675 pcm ground rent only. We do not have any properties in Dol y Coed? And do not have any other properties in Llangybi.

Some recent 2 bed properties we have rented.

- Bro Cadarn – Llanwnnen 2 bed bungalow with garden £700pcm
- Llandewi Brefi - 2 bed mid terrace with garden £625pcm
- North Road Lampeter - 2 bed semi with small garden - £625pcm
- 10 Cwrt Deri Cwmann - 2 bed semi with garden £695pcm
- Drover Road - 2 bed end terrace no garden £650pcm

These are all ground rent only. We do not have records of the floor size.

We would value a 2 bed property in the current market between £625 and £700 depending on location and size, plus garden, garage etc."

23. The Respondent submitted to the Tribunal a comparables report dated 4th July 2025 to help establish the 'best market price' for the Property and a further comparables report dated 28th October 2025. The Respondent evidence is contained with the bundle at pages 71 to 84 but more specifically, seeks to rely on **confirmed** letting evidence at page 71 as follows:

- Bronhaul , Llanddewi Brefi, Tregaron. £625

- 10 Cwrt Deri, Lampeter £695
- 7 Bro Cadarn, Llanwnen £700
- Swn Yr Awel, 16 Rhyd y Fawnog, Tregaron. £750
- 2 High Street, Tregaron. £900

24. Rental comparable properties submitted by both parties considered relevant by the Tribunal to its determination are set out at paragraphs 36 and 37 below.
25. The Applicant seeks a determination that if the Tribunal does increase the rent then such new rent take effect from the date of the Tribunal's decision, not the landlord's proposed notice date, given the hardship and delay involved. As noted above Regulation 5 provides "*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*"
26. Therefore, unless the Applicant and the Respondent agree otherwise the determined rent will take place from the 10th October 2025.
27. The Applicant in her submissions described how the resulting uncertainty, and the financial hardship that such an proposed increase would cause, necessitating an application for a Discretionary Housing Payment (DHP) if any change were to be made. Regulation 6 provides for certain assumptions to be made when determining the new level of rent and regrettably financial hardship is not a factor the Tribunal may consider when determining the level of rent. Equally the Tribunal has not considered the letting agent's inflation index submitted to the Tribunal by the Respondent when determining the rent for the Property.
28. Regulation 6 of the Regulations provides that the 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 converted contract as that to which the notice relates. The Applicant has supplied to the Tribunal a 'Repairs Table' and 'Impact Table' which summarises key repairs, relevant condition issues and the practical impact the applicant claims remain unresolved despite both written and verbal communication to the Landlord.
29. The Tribunal have considered both the 'Repairs Table' and 'Impact Table' supplied to the Tribunal by the applicant, in so far as they are relevant for the purposes of Regulation 6. The issues are summarised at paragraph 19 above. In relation to condensation and mould issues, the absence of 'trickle vents' to window frames and limited insulation within the roof void has been noted.
30. The Applicant has also supplied a compliance and management history table outlining alleged compliance failures (Compliance Table) in relation to the Property.
31. The Tribunal considers that the matters identified by the Compliance Table are not relevant for the purposes of Regulation 6 as the Tribunal is making a determination of the new level of rent in accordance with that specific regulation and not determining whether the Landlord is legally entitled to rent or whether the dwelling is capable of being let. The Tribunal's function is to determine what the rent would be in the market under the statutory assumptions set out in Regulation 6.
32. The Applicant has detailed improvements to the Property made under the NEST scheme. See paragraph 20 above. The Tribunal notes that Regulation 6 provides *any increase in the value of the*

dwelling attributable to a relevant improvement carried out by the tenant/licensee/contract holder has no effect on the rent if the improvement was carried out; otherwise than in pursuance of an obligation to the immediate landlord, OR was pursuant to an obligation to the immediate landlord which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement.

33. Other factors and consideration affecting any rent increase identified by the Applicant do not fall within a determination under Regulation 6.
34. The Tribunal received an email from the Applicant dated the 26th January 2026 advising that “in the interests of fullness, transparency, and accuracy of the timeline, I wish to inform the Committee that an RHW16 notice was served on me on 20 January 2026. Please see attached. I understand that matters relating to tenancy termination are outside the Tribunal’s remit, and I am not asking the Committee to take this into account in its determination. I am noting this solely for completeness of the record and to ensure the context referenced in my statement is accurately documented.”

For the avoidance of doubt the service of the RHW16 on the Applicant has not been considered in arriving at our Decision.

Decision

35. The existing rental agreement was effective from March 2009 and the Tribunal considers that residential rental values have increased since that time.
36. The evidence submitted by the Applicant has limited detail with no completion dates specified. They do however consist of 2 bedroom houses being either end terrace or semi-detached. The first comparable is a bungalow and not appropriate as evidence and therefore ignored. The average of the remaining relevant evidence is **£648.75**.
37. The evidence submitted by the Respondent contains greater detail. However, comparables 3 and 4 are bungalows therefore not relevant and ignored. Comparable 5 is 3 bedroom and therefore not directly comparable. The remaining two comparables are considered relevant in terms of accommodation and location. The average of these comparables is **£660**.
38. Having regard to these factors and using the Tribunal’s own expert knowledge the Tribunal considers the gross rental value is fairly represented in the sum of £655 per calendar month. In assessing the Property, the following deductions are considered appropriate:

Full Rental Value		£655
Deductions:		
Mould identified unrelated to tenant life-style	£5	
Worn carpets	£5	
Dilapidated boundary fencing/ground maintenance	£5	<u>£15</u>
RENTAL VALUE		£640 PCM

39. Accordingly, the Tribunal arrives at a rental value of **£640 per calendar month** as at and taking effect from **10th October 2025**.

Dated this 9th day of February 2026

Tribunal Judge Michael Draper
Tribunal Member Hefin Lewis