

Residential Property Tribunal for Wales

Y Tribiwnlys Eiddo Preswyl

Rent Assessment Committee

Reference RAC/0005/07/25

In the matter of Ynys Dyfnallt Garndolbenmaen LL51 9PQ

And in the matter of an application under section 70 Rent Act 1977

Applicant: Jennifer Jane Kenyon (Tenant)

Respondent: Margiad Williams (Landlord)

Rent Assessment Committee: Gwyn Eirug Davies -Tribunal Judge

T. Wyn Jones FRICS - Surveyor member

Decision:

A fair rent of £87.57 was determined by the Committee with effect from 29th January 2026

1. The Tenant has occupied the property known as Ynys Dyfnallt Garndolbenmaen (the Property) since at least the 9th September 1987. The respondent is the Landlord.
2. A fair rent of £54.50.00 per week was registered on 24th January 2007, subsequently increasing to £56.00 per week.
3. Notwithstanding that the parties agreed an increase in rent to £80.00 per week from the 1st April 2025, a referral was made by the Tenant to Rent Officers Wales for the determination of a fair rent on 21st May 2025.
4. The Rent Officer assessed the fair rent at £91.00 per week effective from 20th June 2025. The Tenant objected to this assessment and on the 8th July 2025, the matter was referred by Rent Officers Wales to the Rent Assessment Committee for a final determination.
5. The Committee has considered the following documentation namely i) Referral from Rent Officers Wales (in Welsh and English), ii) Application for Registration of Fair Rent from Tenant dated 20th March 2025, iii)

Acknowledgement letter from Rent Officers Wales dated 21st May 2025 (in Welsh and English), iv) Landlord's written submissions dated 31st May 2025, v) e-mail response from Rent Officer to Landlord dated 3rd June 2025, vi) Rent Officer's Consultation Notes, vii) Rent Officer's Decision Notes, Decision letter dated 20th June 2025 (in Welsh and English), viii) Rent Register, ix) Appeal letter from Tenant dated 4th July 2025, x) Acknowledgement of Appeal dated 8th July 2025 (in Welsh and English), xi) Applicant's Reply form 20th July 2025 xii) Landlord's further submissions and response to Tenant's appeal, xiii) translations of Landlord's correspondence and submissions, ix) response of both parties to further directions of the tribunal.

6. The Surveyor member undertook an inspection of the Property on 7th October 2025 and took photographs. The Committee met by video link on 13th October 2025 and concluded that further information was required from the parties. Directions were issued and both parties provided further written submissions in answer to the questions raised.
7. In light of the Upper Tribunal decision in the case of *Rees v Atyeo* [2025] UKUT 301 (LC) it became necessary for both Committee members to undertake a joint inspection of the property. The Landlord and the Tenant were both present. This was done on the 29th January 2026 and both the Landlord and tenant were present. The Committee thereafter met by video link to finalise its determination of the fair rent on the basis of the papers and without a hearing.
8. The Tenant has replaced old furniture with more functional furniture. This includes replacing beds and bedroom furniture, a sofa and sitting room chairs, together with two beds and bedroom furniture. The Tenant has also replaced the original fridge and installed two storage heaters.
9. In terms of improvements the Tenant has removed an old fireplace and installed a multi fuel stove and chimney lining. In addition, the Tenant has installed two double glazing doors and replaced corrugated iron on the lobby roof. The Tenant has laid laminate flooring in the kitchen and replaced carpets in two bedrooms and in the sitting room. A shower has been installed above the bath, and the upstairs toilet has been replaced with a new toilet installed in the lobby. The Tenant has also installed a new washing machine. The Tenant has painted part of the Property and renewed some of the electrics.
10. The Tenant has repaired part of the cowshed roof, repointed part of the cowshed walls, built an art studio in the garden and installed solar panels on a lean-to roof. In addition, some repair work to the chimney has been done.
11. The Tenant maintains that she arranged for workmen to clear a blocked sewage outlet and provide a new outlet for the septic tank. The Tenant says

that she maintains the driveway although the Landlord attended to undertake work on the driveway which the Tenant says has left the driveway uneven and bumpy in parts with loose stones. The Tenant believes that the rent should reflect the lack of maintenance by the Landlord except for installing double glazing and pulling down an old, corrugated barn.

12. The Landlord suggests that the Tenant's occupation of the property for several decades is an indication of her satisfaction with the Property. The Landlord avers that she has always maintained the driveway and continues to do so and that she has also renewed and replaced within the Property as and when the need arises.
13. The Landlord agrees that the Tenant has installed a new front door but only because she damaged the old one when connecting the solar panels. In addition, the Landlord claims that the solar panels were installed without her consent and that in addition another person has taken up occupation in the house without her consent. A third person was in occupation during our inspection, but his presence does not affect the rental calculation.
14. The Landlord maintains that the changes made by the Tenant are fashionable changes as opposed to being necessary changes e.g. the fireplace and the toilet. The Landlord installed double glazing in 2013.
15. The Landlord argues that the rental income for the property is insufficient to build a fund to meet the potential cost of any significant repairs in the future.
16. The Landlord states also that she and her husband attended on site to inspect the septic tank and to address the work required to correct the problem. The Landlord then intended to undertake the work with a mini digger once the Tenant had removed obstacles preventing access to the soakaway. However, before this could be done the Tenant had arranged for another contractor to do the work on the soakaway without using any machinery.
17. The Landlord considers £91.00 a week to be a fair rent to both Landlord and Tenant. In support she states that the Property's location is extremely pleasant with stunning views. It is also centrally located with convenient access to facilities in nearby towns.
18. The Landlord also cites the ongoing cost of registration with Rent Smart Wales and ongoing cost of obtaining the requisite safety certificates as factors that support an increase in the rent.
19. Neither party has produced any evidence of comparable rents, although the Landlord refers to a house of comparable size across the field from the Property having a monthly rent of £875.

20. The Rent Officer's decision notes contain some comparables for 3-bedroom properties with the weekly rentals ranging between £141.53 and £210.58. However, there is insufficient detail in the decision notes for these to be regarded as reliable comparables.
21. When determining a fair rent the Committee, in accordance with Section 70 of the Rent Act 1977 ("the Act"):
- a) has regard to all the circumstances (other than personal circumstances) including the age, location, and state of repair of the property;
 - b) disregards the effect on the rental value of the Property of (a) any relevant tenant improvements: and (b) any disrepair or other defect attributable to the tenant or any predecessor in title under the regulated tenancy;
 - c) assumes (as required by section 70(2) of the Act) that, whatever might be the case, the demand for similar rented properties in the locality does not significantly exceed the supply of such properties for rent. In other words, the Committee must make certain assumptions regarding scarcity and demand for rental properties in the area.
22. In **Spath Holme Ltd -v- Chairman of the Greater Manchester etc. Committee (1995) 28 HLR 107** and **Curtis -v- London Rent Assessment Committee [1999] QB 92**, the Court of Appeal emphasised that Section 70 of the Act means that ordinarily a fair rent is the market rent for the subject property discounted for "scarcity"; and that for the purposes of determining the market rent, assured tenancy (market) rents are usually appropriate comparables (although these rents may need to be adjusted to reflect any relevant differences between these comparables and the subject property (e.g. furnished and unfurnished)).
23. Accordingly, once the market rent for the Property has been determined pursuant to Section 70 of the Act, that rent must then be adjusted, where necessary, for any differences between the relevant comparables and scarcity.
24. The Committee is also required to have regard to the Rent Acts (Maximum Fair Rent) Order 1999 (the "Maximum Fair Rent Order"), which places a cap on the permissible amount of increase of fair rent between one registration and a subsequent registration. The cap is based upon the amount of increase in the Retail Prices Index between the dates of the respective registrations. The Maximum Fair Rent Order does not apply if there have been improvements to the property since last registration and the improvements would mean the rent would be increased by more than 15% as a consequence.

25. By virtue of Section 72 of the Act, the registration of the rent takes effect from the date upon which the Committee reached its decision. In this case, that date is 29th January 2026. The Committee is unable to backdate a new registered rent by virtue of this provision.
26. The Property is an old farmhouse. The ground floor comprises an entrance hallway, small living room, galley style kitchen, rear timber formed porch plus an adjoining room (accessed externally only) which is currently used by a lodger as a small bedroom/living room. The lodger uses the facilities in the main house.
27. A steep staircase leads up to a landing. On the first floor is a family bathroom, a single bedroom and a very small double bedroom and boxroom.
28. The property has mains water and mains electricity and septic tank drainage. There are storage heaters installed but it is not known if they are wired for economy 7 tariff. There is a wood burner installed by the tenant in the sitting room. None of the original furniture remain apart from a dresser in the kitchen.
29. The Property has a shared accessway. The Landlord owns the accessway which leads from the main road through the garden of the Property to adjoining fields in her ownership. The Tenant has a right of way over the driveway to the Property. The adjoining fields are part of a working farm, and the Landlord requires access through the Property to gain access to these fields through a gate erected on the boundary of the Property. Access is required when sheep are grazing in the fields. This is not for twelve months a year, but when this is the case, the Landlord uses the accessway on a regular basis.
30. Originally it was anticipated that the Tenant would park her car on a hardstanding created after the removal of an old, corrugated barn by the Landlord. However, it seems that the Tenant has over time cultivated this area as part of her garden. As a result, the Tenant's car is now usually parked in front of the gate that is used by the Landlord to gain access to the field. This is a slight bone of contention although it is not necessary for us to make any findings on the issue for the purposes of this decision. The fact that the Landlord requires access over the Property on a fairly regular basis at certain times of the year is a factor that we take into account when determining the rent.
31. The Rent Assessment Committee has had regard to comparables and has used its own knowledge, experience and expertise to assess the monthly open market rent at £750.00.
32. From this amount the following deductions are made:

Age/ Character/Condition	£30.00	
Remote location	£5.00	
Central heating/kitchen/amenities	£30.00	
State of repair	£60.00	
Access track/right of way	£60.00	
Market rent		£565.00
Less s70(3) disregards/adjustments		
White goods	£2.00	
Double glazing doors	£15.00	
Kitchen	£25.00	
Bathroom	£5.00	
Fireplace/wood burner	£20.00	
Roof/repointing	£40.00	
Chimney/damp repairs	£10.00	
		£117.00
Tenant Furniture improvement	- £5.00	
Total disregards/adjustments	£112.00	
	Subtotal	£453.00
Less Tenant's decoration liability at 5% MR		£28.50
Scarcity value at 10%		£45.30
Fair Rent:		£379.45 per month
		£87.57 per week

33. We are also obliged to calculate the maximum fair rent in accordance with the Rent Act (Maximum Fair Rents) Order 1999. Adopting the prescribed formula, we calculate the fair rent to be £489 per month (£112.84 per week). Accordingly, as we have assessed the fair rent at a lower figure the maximum fair rent provisions do not apply.

34. Our determination therefore is that the fair rent for the Property shall be £87.57 per week payable from the 29th January 2026.

Dated the 9th February 2026

G E Davies

Tribunal Judge