

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL

Reference: RAC/0019/11/25

In the Matter of 3 Santon Court, Newport, NP19 0RP

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

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

APPLICANT Rachel Moore

RESPONDENT Adrian Bird
c/o Uypad Property Management

ORDER

Background and the Law

1. On the 22nd November 2025 an application was made to the Tribunal sitting as a Rent Assessment Committee in relation to 3 Santon Court, Newport, NP19 0RP (the Property) in respect of a notice of variation of rent for the Property in Form RHW12 dated 23rd September 2025 served on the Applicant and Mr Graeme Fleming by the Respondent.
2. The Property is occupied by the Applicant and Mr Graeme Fleming under a periodic Standard Occupation Contract for the purposes of the Renting Homes (Wales) Act 2016 (the Act). Immediately before the periodic Standard Occupation Contract the Property was let to the Applicant and Mr Graeme Fleming on a fixed term standard contract ("Tenancy Agreement") dated 19th July 2024 for a term from the 23rd September 2024 ending on the 22nd September 2025 at an initial rent of £1,250 per calendar month payable in advance.
3. The Tenancy Agreement provides :

"185....If the contract-holder remains in occupation after the end of the fixed term, the landlord and contract-holder will be treated as having made a new periodic standard contract in relation to the dwelling."
4. Pursuant to s.123 of the Act 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.
5. The Respondent served a notice in Form RHW12 dated 23rd September 2025 on the Applicant and Mr Graeme Fleming stating that the new rent shall be £1,350 per month from the 23rd December 2025 in place of the existing rent of £1250 per calendar month.

Form RHW12 is the correct form for use in a variation of rent pursuant to s.123 of the Act and on its face provides two months notice of the proposed increase in rent as required by the Act. However, the notice period is calculated from the day the notice is given pursuant to s.123(1) of the Act. Section 123(2) of the Act provides *‘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’* The date of service of the notice was confirmed at the hearing by both the Applicant and Mr David Mainment of Uypad Property Management appearing for the Respondent as the 23rd September 2025. Accordingly, the Tribunal finds that this is a valid notice.

6. 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 22nd November 2025.
7. 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 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

8. The Tribunal find that the requirement relating to prescribed form and notice period for application under section 123 of the Act is satisfied.
9. However, Form RHW12 dated 23rd September 2025 was served on the Applicant and Mr Graeme Fleming. Mr Graeme Fleming is a joint contract holder. Form RAC4 is signed by the Applicant as contact holder (and not joint contact holder which is an option on the Form). Mr Graeme Fleming is noted at paragraph 3(f)(ii) of the Form as sharing the accommodation with the Applicant as ‘another joint contract holder’ but has not signed Form RAC4.
10. Section 48 of the Renting Homes (Wales) Act 2016 provides at subsection (2) *‘References in this Act to the contract-holder, except where otherwise provided, are to the joint contract-holders.’* Paragraph 10 of Form RAC4 states *“If there are joint contract holders, then each joint contract holder or their agent(s) must sign, unless one signs on behalf of the rest with their agreement.”* The Applicant has indicated by ticking ‘Yes’ at paragraph 10 of Form RAC4 that the Applicant has

“the agreement of all joint contract holders to sign on their behalf”. Furthermore, the Applicant confirmed to the Tribunal at the hearing that she had the authority of Mr Graeme Fleming to make the application.

11. Accordingly, the Tribunal is satisfied that Form RAC4 has been validly completed notwithstanding the signature of Form RAC4 by the Applicant as ‘contract holder’ rather than ‘joint contract holder’.
12. 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.
13. 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.
14. Regulation 6 provides for certain assumptions to be made when determining the new level of rent:
 - 14.1 The converted contract began on the date specified in the Notice that is the 23rd December 2025.
 - 14.2 The granting of a contract to a sitting tenant has no effect on the rent.
 - 14.3 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.
 - 14.4 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.
 - 14.5 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
 - 14.6 The landlord is not paying rates in respect of the Property.
15. 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 Tribunal's 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”.

16. Therefore, unless the Applicant and the Respondent agree otherwise the level of rent determined by the Tribunal will take place from the 23rd December 2025.

Inspection

17. The Property was inspected during the morning of Monday 9th March 2026 by all members of the Tribunal. The Applicant was present but the Respondent was not present.

The Property

18. The Property is situated at 3 Santon Court, Newport NP19 0RP which is a relatively new development with limited immediate amenities but with a substantial supermarket available nearby.

The Property is believed to have been constructed in on or around 2022 and comprises of a traditionally built two storey end terrace house in a block of four. The accommodation comprises:

- Ground Floor: hall, cloakroom with w/c, Sitting room, open plan kitchen.
- First Floor: landing, bedroom 1 (double), bedroom 2 (double), bedroom 3 (single) bathroom with w/c.
- Externally: gardens to side and rear with side pedestrian access and two dedicated parking spaces to the front of the Property.
- Services: Mains electricity, gas, water and drainage are connected. Heating is via gas fired boiler.

General Condition

19. The general condition of the main fabric appears consistent with its age and type of construction. Internally, the accommodation is well presented with modern fixtures and fittings.
20. During the inspection no issues in relation to the condition of the Property were identified by the Applicant

Tenant Improvements

21. There are no relevant improvements for the Tribunal to consider. The Tribunal notes that in any event 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.

Hearing and comparable evidence.

22. The Tribunal notes the Directions Order dated 8th December 2025 which 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.

23. In initial submissions to the Tribunal the Applicant relied on evidence identified in an email dated the 22nd November 2025 which states:

“Identical units in Santon Court and Berry Court (6 Santon Court and 6 Berry Court) Constructed, owned and managed by the same landlord, via Uypad Property Management Same size, layout, specification, and condition Are currently being renewed at lower rents than the proposed £1,350 per month at 3 Santon Court.

Other similar 3-bed properties on Berry Court, constructed, owned and managed by the same landlord via Uypad, are currently being advertised or renewed at lower rents than the proposed £1,350 per month (2 and 4 Berry Court) Given these like-for-like comparisons, the landlord’s proposed rent appears inconsistent with actual market evidence for these developments.”

24. In submissions to the Tribunal the Respondent relied on rebuttal evidence identified in an email dated 23rd December 2025 which states:

“A table provided below demonstrates the rental increases on similar sized properties on the same estate for the same tenancies. What is evident from the table is that 3 Santon Court was below average rent for the property size and type in both 2023 and 2024. The request in 2025 is therefore simply bringing in to line with the majority of the other properties.

Please also keep in mind that the tenancies renew at different points of the year and therefore the factors the landlord takes in to account including inflation will naturally alter the request for the next fixed term period.

The properties that are sitting below the requested amount of £1350 all have their own individual narrative that dictated the rent requested but on each one the landlord will be looking to bring in line at the earliest opportunity.”

25. The Applicant filed at the Tribunal a final witness statement and evidence bundle under cover of an email dated 28th January 2026 and supplementary evidence by way of email dated 4th February 2026:

“Today, the landlord’s managing agent has advertised 6 Berry Court, an identical three bedroom property on the same estate and owned by the same landlord, at a rent of £1,295 per month.

As this advertisement only became available today, it was not possible to include it within my original evidence bundle. I respectfully ask that it be admitted as late evidence, as it relates directly to the comparable rent for an identical property in the same portfolio. A copy of the advertisement is attached. A copy of this email

and attachment has been served on the landlord's managing agent (copied into this email)."

26. The Applicant notes in her Statement of Truth dated 22nd January 2026

"22. The landlord's only material appears to be an email dated 23 December 2025 from the managing agent attaching a rent table. Evidence containing this is included at Exhibit RM3

23. This document is not accompanied by a witness statement, is not verified by a statement of truth, and does not explain the methodology used to arrive at the proposed rent of £1,350.

24. Notwithstanding this, the rent table itself records multiple comparable properties let at rents below £1,350, which is consistent with the evidence I have provided and does not support the proposed increase."

27. The Tribunal bundle does not contain a Statement of Truth signed by the Respondent as required under the Directions Order dated 8th December 2025. Under the Residential Property Tribunal Procedures and Fees (Wales) Regulations 2016 parties are under a duty to co-operate with the Tribunal (Reg. 3) and where a party fails to comply with an order to supply information or documents, the Tribunal may take such steps as it considers just, including determining the matter without that evidence. At the hearing Mr David Mainment explained that the Respondent had been working with external consultants in preparing its submissions and this was their first appearance before a Rent Assessment Committee. An apology was given for the failure to comply with the Directions Order dated 8th December 2025. The Tribunal outlined the consequences of failing to comply with the Order and confirmed that the Tribunal was entitled to rely upon its own expert knowledge in arriving at a decision in accordance with Regulation 6 of the Regulations whilst assessing the evidence actually before it.

27. Rental comparable properties submitted by both parties considered relevant by the Tribunal to its determination are set out at paragraphs 29 - 38 below.
28. 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"*. Therefore, unless the Applicant and the Respondent agree otherwise the determined rent will take place from the 23rd December 2025.

Valuation Evidence

29. The Applicant's primary evidence is of comparable properties on the same development contained at paragraph 3 of her statement of case (page 85 of the Tribunal bundle) and are summarised as:

ADDRESS	RENT	DATE
An identical property at 6 Santon Court was recently let at £1,295 per month. Evidence confirming this is provided at Exhibit RM3, contained in the Landlord's rent table.	£1295	N/A
A further identical property at 6 Berry Court was last renewed at £1,275 per month, as shown in Exhibit RM3, contained in the same Landlord's rent table.	£1275	N/A
The immediately neighbouring property, 4 Santon Court , which is owned by the same landlord and has the same number of bedrooms, a similar layout and specification, has recently been let at £1,295 per month. Evidence confirming this letting is included at Exhibit RM17. This property is directly adjacent to my home and represents the closest possible comparable.	£1295	N/A
2 Berry Court , a three-bedroom mid-terrace property owned by the same landlord and of similar layout and condition, was recently advertised at £1,195 per month (see Exhibit RM5).	£1195	N/A
4 Berry Court , a three-bedroom end-terrace property owned by the same landlord and of similar layout and condition, was recently advertised at £1,225 per month (see Exhibit RM6).	£1225	N/A
On 22 January 2026, a further property on Bandmaster Court , owned by the same landlord and comprising the same number of bedrooms, was advertised for rent at £1250 per month. A copy of the advertisement email is included at Exhibit RM16.	£1250	N/A Subject address not identified

30. The evidence does not identify actual date of rental agreements. They are indicated as either being 'recently let' or 'recently advertised'. Accordingly, they do not fully meet the requirements of the Directions Order. This was explored

with the Applicant in the hearing who explained that she used evidence submitted by the Respondent to form the basis of her evidence. An apology was given for the failure to strictly comply with the Directions Order dated 8th December 2025. The Tribunal noted that the Applicant had made her submissions with an accompanying Statement of Truth.

31. The Respondents evidence is of comparable properties on the same development contained at page 112 of the Tribunal bundle in the form of an email to the Tribunal from Mr. David Mainment, operations consultant for Urapd Property. The evidence is summarised as:

Address	Area	Beds	2023	2024	2025
4 Four Mills Court	919	3	£1,225	£1295	£1,300
5 Four Mills Court	919	3	£1,225	£1295	£1,295
6 Four Mills Court	919	3	£1250	£1250	£1,295
23 Orb Drive	919	3			£1350
25 Orb Drive	919	3			£1350
14 Santon Court	1006	3		£1295	£1,350
12 Santon Court	1006	3	£1,225	£1225	£1,275
10 Santon Court	1006	3	£1,230	£1295	£1,350
7 Santon Court	1006	3		£1250	£1,310
6 Santon Court	1006	3			£1,295
3 Stanton Court	1006	3	£1175	£1250	£1,350
2 Stanton Court	1006	3	£1175	£1275	£1300
1 Santon Court	1006	3		£1295	£1350
6 Berry Court	1006	3	£1125	£1195	£1275

32. The evidence indicates the rents achieved in years 2023 to 2025 but do not identify actual date of rental agreements. Accordingly, they do not fully meet the requirements of the Directions Order dated 8th December 2025.
33. The Tribunal recognise that each comparable are located on the same development but have rental values achieved ranging from £1,195 PCM to £1,350 PCM. At the hearing neither party were able to provide persuasive reasons as the disparity in rental evidence.
34. Comparable 4 (2 Berry Court) of the Applicant's evidence appears to be significantly out of alignment with all other evidence given by both of the parties and as such, has been ignored for the purposes of the Tribunal's assessment.
35. The Respondent has included the subject property (No. 3 Santon Court) in its schedule of evidence. This is not appropriate and accordingly has been ignored for the purposes of the Tribunal's assessment and the Tribunal so advised at the hearing.
36. The Applicant's revised evidence (removing No. 2 Berry Court) indicates an average rental value of £1,268 PCM.
37. The Respondent's revised evidence (removing No. 3 Santon Court) indicates an average rental value of £1,315 PCM.
38. The Tribunal find that the most compelling evidence are those properties on Santon Court which are identical to the Property being end terrace with the same floor area and adjacent parking spaces. These comprise numbers 6, 7, and 10. The average of their respective letting values is £1,318 PCM. The Tribunal explored with the Respondent the reasons for the letting of 6, Santon Court at a rental of £1,295 PCM from October 2025. The Respondent explained that a rental void had been created through eviction and that the rent reflected those circumstances as well the Respondents negotiation strategy according to market conditions and the time of year in which the letting had taken place.
39. The existing rental agreement for the Property was effective from September 2024 and the Tribunal considers that residential rental values have increased since that time.

DECISION

40. The Tribunal has considered the evidence given in written submissions and at the hearing including (1) explanations upon the absence of detail in valuation evidence relied upon by both parties; (2) omission of a Statement of Truth by the Respondent and (3) an oral statement made by the Landlord's representative, Mr. David Mainment, at the hearing where it was suggested that the Respondent might have accepted a rental figure for the Property in the region of £1,310 - £1,315 PCM on further negotiation if the matter had not been referred to the Tribunal.

41. Having regard to these factors and using the Tribunal's own expert knowledge the Tribunal considers the gross rental value for the Property is fairly represented in the sum of **£1,310 per calendar month**.
42. Accordingly, the Tribunal arrives at a rental value of **£ 1,310 per calendar month** for the Property as at and taking effect from 23rd December 2025.

Dated this 16th day of March 2026

Tribunal Judge Michael Draper
Tribunal Member Hefin Lewis
Tribunal Member Carole Thomas