

**Y TRIBIWNLYS EIDDO PRESWYL**  
**RESIDENTIAL PROPERTY TRIBUNAL**

Reference: RAC/0008/07/25

In the matter of 'The Property'

In the matter of an application under the Renting Homes (Wales) Act 2016 and the Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022

APPLICANT: Applicant

RESPONDENT: Mr Gareth Pugh

Tribunal: Tribunal Judge S. Westby

Mr T. Daulby BSc MRICS FNAEA (Surveyor Member)

Date of determination: 12 November 2025 on the papers.

**DECISION**

**The Tribunal determines that the market rent payable for the property is £620 per calendar month. The new rent is payable from 19 August 2025.**

**REASONS FOR DECISION**

**Background**

1. The Applicant, occupies the ("the Property"). The Respondent landlord is Mr Gareth Pugh.
2. The Applicant entered into occupation of the Property in November 2020 pursuant to an Assured Shorthold Tenancy agreement dated 19 November 2020, for a term of 6 months. The rent was £475.00 per calendar month. On expiry of the contractual term the Applicant continued to occupy the Property under the terms of a statutory periodic tenancy.
3. The Renting Homes (Wales) Act 2016 ("the Act") 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 Application**

4. On 29 May 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 £650 per calendar month from 19 August 2025, to replace the existing rent of £550 per calendar month.

5. By way of an application, dated 28 June 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 29 July 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. Neither party requested an oral hearing.
7. Accordingly, the Tribunal convened on 12 November 2025, following an inspection of the Property, to determine the matter on its papers.

### **The Parties’ Submissions**

8. The Applicant relies upon two statements, dated 15 and 19 August 2025, and accompanying documents. In the statements, the Applicant states that the rent has already been increased by £50 per calendar month in 2023, and that the proposed rent of £650 per calendar month is too high when looking at comparable properties and the state of repair of the Property. The Applicant refers a similar property and has provided documentation showing that the rent for this property is £565 per calendar month, effective from 1 July 2024. The Applicant also refers to another property but provides no information in respect of the rent paid for this property, other than to say that the tenant is paying ‘much less’ than the Applicant. The Tribunal was invited by the Applicant, in her statement, to call the occupier of that property to confirm the rent payable; however, the Tribunal requires written evidence and is unable to telephone individuals to gather evidence on behalf of the Applicant.
9. The Applicant, in the application form, refers to items of improvement carried out by her to the Property, and which include:
  - installing 2 curtain poles over the front and back doors.
  - painting the garden fence on the right-hand side to the rear of the Property.
  - pressure washing the patio and driveway.
  - replacing the rubber seal on the shower screen.
  - replacing a toilet seat (which the tenant had inadvertently broken).
10. The Respondent relies upon the statement of Mr Craig Pugh dated 19 August 2025, as agent for the Respondent, and accompanying documents. The statement confirms that the Applicant moved into the Property in November 2020 and refers to a copy of a moving-in inventory, included in the bundle, which shows that when the Applicant moved in in November 2020 the Property was in, generally, good condition. Mr Pugh also states that any required repairs have been carried out promptly and, where there has been a delay, this has been down to the Applicant. This is denied by the Applicant.
11. Mr Pugh also confirms that he manages other properties, and states that this property is almost identical to the Property and has a rent of £650 per calendar month. Mr Pugh also provides some comparables which show varying properties in the vicinity of Newtown available to let from £600- £700 per calendar month. Mr Pugh has also provided an email from the Lettings Manager of McCartneys LLP, dated 19 August 2025, which shares further comparable 2-bedroom properties in the area which the company has let between May 2024 to July 2025. One letting was for £595 per calendar month and the other four lettings were for £650 per calendar month.

## The Legal Framework

12. 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.

13. 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**

14. The inspection of the Property was undertaken by the Tribunal on the morning of 12 November 2025. The Applicant was in attendance.
15. The Property is a 2-bedroom semi-detached house situated in cul-de-sac close. The property comprises of a living room, kitchen and downstairs w.c. to the ground floor and 2 bedrooms and a bathroom to the first floor.
16. The Property was built in or around 2005 and is structurally sound. Internally, the property is a little tired and could do with some decoration. In particular, the condition of the bathroom was tired and in need of some enhancements; some of the fittings and the bathroom floor could do with being renewed. Many of the walls and radiators in the property would also benefit from being painted afresh. The banister on the stairs also requires securing as it moves when weight is put upon it.
17. Externally, the Property has the benefit of parking for two cars, in tandem, to the front of the Property. To the rear, there is a patio area with a small steep raised garden, which is accessed via a metal staircase. The garden itself is quite difficult to use due to its steep incline.

### **Deliberations**

18. 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.
19. The Tribunal has considered the Notice dated 29 May 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.
20. 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.
21. In respect of the Applicant's improvements to the Property, the Tribunal does not consider that these improvements affect the rental value that would be achieved if the Property were to be let on the open market. Most of the improvements referred to are, in fact, works of repair or maintenance, rather than improvements. The Tribunal considers that the installation of curtain poles above the front and back door to be a personal choice of the Applicant and cannot reasonably be regarded as an improvement to the Property.
22. 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 in the immediate vicinity of the Property, and both of which appeared to be almost identical to the Property in terms of type and size of house. The Property is currently let at £565 per calendar month and has been since 1 July 2024; this is the comparable relied upon by the Applicant. The other, property, is currently let at £650 per calendar month and has been since 10 August 2025; this is one of the comparables relied upon by the Respondent.

23. The Respondent has provided other comparables as noted in paragraph 11 above and which the Tribunal has also considered.
24. The Tribunal notes that the most recent comparable in the immediate vicinity of the Property is that of a similar property in the area, albeit that this rent was achieved by the landlord serving a notice of variation of rent in Form RHW12, rather than by marketing the property for let on the open market, which is also the situation in respect of another similar property.
25. In the circumstances, having considered all the information available to the Tribunal and having regard to the age and 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 £620 per calendar month.
26. In all the circumstances, the Tribunal determines the market rent for the Property to be £620 per calendar month, commencing on 19 August 2025.

Dated this 18<sup>th</sup> day of November 2025.

Tribunal Judge S. Westby