

Y TRIBIWNLYS EIDDO PRESWYL

RESIDENTIAL PROPERTY TRIBUNAL

Reference: RAC/0031/03/26/26

In the Matter of 9 Jovian Villa, Roman Way, Newport, NP18 3BU

In the matter of an Application under the Renting Homes (Wales) Act 2016
The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations
2022.

APPLICANT Samuel Hermanis

RESPONDENT Ilyas Mamoun

ORDER

Background and the Law

1. On the 31st March 2026 an application was made to the Tribunal sitting as a Rent Assessment Committee in relation to 9, Jovian Villa, Roman Way Newport NP18 3BU (the Property) in respect of a notice of variation of rent for the Property in Form RHW12 dated 9th February 2026 served on the Applicant by the Respondent.
2. The Property is occupied by the Applicant for the purposes of the Renting Homes (Wales) Act 2016 (the Act).
3. The Property was let to the Applicant on an assured shorthold tenancy under the Housing Act 1988 ("Tenancy Agreement") dated 9th June 2021 for a term of one year and thereafter on a monthly contractual periodic tenancy at an initial rent of £610 per month payable in advance.
4. The Tenancy Agreement provides at clause 1.7.8.1 that the Rent will increase once in each year and:

"In clauses 1.7.8.2 and 1.7.8.3 the Rent will increase by the amount stated for the

annual increase in the CPI (Consumer Prices Index as published by the Office of National Statistics) as quoted for the month two months prior to the month of the

5. The Act came into force on the 1st December 2022. This means that when the Act came into force the Applicant was therefore considered to be holding over on a statutory periodic tenancy and has converted status under the Act as a contract-holder of a periodic standard contract.
6. Pursuant to s.104(1) and 123(1) of the Act the Landlord may vary the rent payable by *giving* the contract-holder a notice setting out a new rent to take effect on the date specified in the notice. A Landlord may serve a valid Form RHW12 even if a written statement of terms has not been served on the contract-holder occupying under a converted contract. A landlord's failure to provide a written statement of the converted occupation contract does not, without more, prevent the service of a notice of variation of rent in Form RHW12. Schedule 12 paragraph 14(2)(a) preserves the ability to vary rent before the written statement is provided. The validity of the notice therefore falls to be determined by reference to the requirements of sections 104 or 123 of the Act and not by reference to whether a written statement has been supplied or not.
7. The Respondent served a notice in Form RHW12 dated 9th February 2026 on the Applicant stating that the new rent shall be £750 per month from the 9th May 2026 in place of the existing rent of £685 per month.
8. Form RHW12 is the correct form for use in a variation of rent 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 Tribunal finds that this is a valid notice. A contract-holder under a converted contract 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 31st March 2026.

9. 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 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.

10. The Tribunal find that the requirement relating to prescribed form and notice period is satisfied.
11. 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.
12. 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.
13. Regulation 6 provides for certain assumptions to be made when determining the new level of rent:
- 13.1 The converted contract began on the date specified in the Notice. Pursuant to Regulation 6(a) of the Regulations the Tribunal is required to assume, for the purpose of determining the market rent, that the occupation contract began on 9th May 2026,

being the date specified in the RHW12 notice as the date on which the proposed new rent would take effect.

13.2 The granting of a contract to a sitting tenant has no effect on the rent.

13.3 Any increase in the value of the dwelling attributable to a relevant improvement carried out by the relevant 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. Regulation 6(c) refers to improvements carried out by a person who "*at the time it was carried out*" was the relevant contract-holder. The wording therefore directs attention to the status of the occupier when the works were undertaken, not when the rent determination is made.

13.4 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.

13.5 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

13.6 The landlord is not paying rates in respect of the Property.

14. 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*".

15. Therefore, unless the Applicant and the Respondent agree otherwise the level of rent determined by the Tribunal will take effect from the 9th May 2026.

Inspection

16. The Property was inspected during the morning of Monday 13th July 2026 by all members of the Tribunal. The Applicant was present but the Respondent was not present.

The Property

17. The Property is a two bedroomed flat within a purpose built building containing other flats.
18. The Property is located in the village of Caerleon which provides for good local amenities and access to public transport and comprises of a self-contained flat forming part block of a purpose built block of flats arranged over 3 floors. The flat is located on the second floor and is accessed from a communal entrance and staircase rising to the second-floor landing.
19. The accommodation briefly comprises: hall, storage cupboard. Living room with open plan kitchen, bedroom 1 with en-suite shower and w/c, bedroom 2, bathroom with w/c. The last registered Energy Performance rating was C.

General Condition

20. The Applicant alleges that there is both current and historical disrepair, including non-functional extractor fans, leaking taps, a prolonged heating failure, and a month-long fridge failure resulting in food loss and that these issues were reported properly but not resolved promptly.
21. The Applicant alleges that the property has ageing fixtures that have not been upgraded since 2017

Tenant Improvements

22. 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.

23. The existence of qualifying improvements has not been brought to the tribunal's attention by the Applicant.

Decision on the papers and comparable evidence

24. The Directions Order dated the 1st April 2026 required that the Respondent and the Applicant should provide details of any lettings of similar properties upon which they wish to rely, including what furnishings are provided and who is responsible for repairs and decoration supported by confirmation from a letting agent that the actual rent is payable as opposed to a comparable based upon letting particulars.

25. The Applicant has provided comparable market evidence in Section 8 of the Statement of Truth dated 22nd May 2026 along with Exhibit D. Comparable flats in the same building are listed at £900–£950 but have remained empty for a prolonged period, indicating low demand and overpricing. The local area has also experienced crime incidents and high vacancy levels. Additionally, the building has a high tenant turnover, suggesting that the advertised rents are not sustainable in practice.

ROMAN WAY, CAERLEON, NEWPORT, NP18	2 bedroom flat	Price: £925	Listed on: 04.04.2026
ROMAN WAY, CAERLEON, NEWPORT, NP18	2 bedroom flat	Price: £950	Listed on: 03.04.2026

JOVIAN VILLA, ROMANWAY, CAERLEON, NEWPORT, NP18 3BU	2 bedroom flat	Price: £900	Listed on on: 25.03.2026
LET AGREED			
JUNIOR VILLA, FLAVIOUS NEWPORT, SOUTH WALES, NP18	2 bedroom flat - Furnished	Price: £900	LET AGREED ON 05.05.2026
6, ANGLESEY COURT, NEWPORT, NP18 3DF	2 bedroom flat	Price: £800	Listed on: 16.02.2026
AVERAGE OF ALL EVIDENCE		£895	

26.The Respondent has provided the following comparable market evidence

ROMAN WAY, CAERLEON, NEWPORT, NP18	2 bedroom flat	Price: £950	Listed on: 08.04.2026
ROMAN WAY, CAERLEON, NEWPORT, NP18	2 bedroom flat	Price: £950	Listed on: 03.04.2026
JOVIAN VILLA, ROMANWAY, CAERLEON, NEWPORT, NP18 3BU	2 bedroom flat	Price: £950	Listed on: 25.03.2026

LET AGREED			
ANTHONY DRIVE, NEWPORT, SOUTH WALES, NP18	2 bedroom flat	Price: £950	Listed on: 11.03.2026
6, ANGLESEY COURT, NEWPORT, NP18 3DF	2 bedroom flat	Price: £800	Listed on: 16.02.2026
AVERAGE OF ALL EVIDENCE		£920	

Decision

27. Where an application is made under the 2022 Regulations, Regulation 6 requires the Committee to determine the open market rent under an occupation contract of the same type. The Regulation contains an exhaustive list of assumptions to be made. There is no requirement in Regulation 6 to apply a contractual CPI review formula of the type identified in clause 1.7.8.1 of the Tenancy Agreement.

28. Accordingly, the rent falls to be determined by the statutory open-market assessment prescribed by Regulation 6 rather than by reference to the contractual rent review mechanism as section 122 of the Act provides a periodic standard contract may not be varied except (a) in accordance with sections 123 to 126, or (b) by or as a result of an enactment. Section 122 is a fundamental provision which is incorporated as a term of all periodic standard contracts.

29. The average of all rental evidence available to the tribunal is £910 per calendar month.

30. In arriving at its decision the tribunal has made the following deductions:

RENT ASSESSMENT

Full Rental Value (PCM)	£910.00
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Deductions:

Maintenance issues @ 7.5 %	£68.25
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Management issues @ 10%	£91.00
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£159.25

RENTAL VALUE

£750.75 PCM

31. For the purpose of determining the market rent in accordance with the Regulations the tribunal has determined that the rent for the Property is **£750** (seven hundred and fifty pounds per calendar month).

32. The level of rent determined by the tribunal will take effect from the 9th May 2026.

Dated 23.7.2026

Michael Draper Tribunal Chair

Hefin Lewis Tribunal member (surveyor)

Dr Angie Ash Tribunal member (lay)