Residential Property Tribunal for Wales

Y Tribiwnlys Eiddo Preswyl

Rent Assessment Committee

Reference RAC/0030/03/26

In the matter of Oaklands Millbrook Lane Cloy Bangor on Dee Wrexham LL13 0DJ

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

Applicant:	Geoff C. Hughes	(Tenant)
Respondent:	Marshall Humphreys	(Landlord)

Committee: Gwyn Eirug Davies -Tribunal Judge

Neil Martindale FRICS– Surveyor member

Eifion Jones JP – Lay member

Decision:

A fair rent of £351.50 per month was determined by the Committee with effect from 6th July 2026.

1. The Applicant Geoff Hughes (the Tenant) has occupied the property known as Oaklands Millbrook Lane Cloy Bangor on Dee Wrexham LL13 0DJ (the Property) since around 1982. He is a successor in title to his late parents who were successively the tenants of the property from the 1st August 1972. A fair rent of £178.50 per month was registered on 12th September 2008.

2. An application for Registration of a Fair Rent was issued by the Landlord Marshall Humphreys (the Landlord) on the 18th December 2025 seeking an increased rent of £350 per month. Following an assessment by Rent Officers Wales, a fair rent of £343.00 was registered on the 11th February 2026.

3. The Tenant objected to this assessment and on the 18th March 2026, the matter was referred by the Rent Officer to the Rent Assessment Committee for determination.

4. The Committee has considered the following documentation namely i) Notification of Fair Rent Appeal dated 22nd March 2026 from Rent Officers Wales (in Welsh and English), ii) Application for Registration of Fair Rent from Landlord dated 18th December 2025, iii) Notification of Application for Registration of a Fair Rent dated 18th January 2026, iv) Notice of Inspection from Rent Officers Wales dated 18th January 2026, v) Rent Officer's Consultation Notes and calculations, vi) Notification of Registration dated 11th February 2026, vii) Rent Register, viii) Appeal against decision from Tenant dated 6th March 2026, ix) Notification of Appeal dated 18th March 2026, x) Tenant's response to RPT dated 13th April 2026 accompanied by submissions from Gittins McDonald Solicitors, xi) Submissions from Landlord's agents, Halls dated 18th April 2026 together with RPT response form.

5. The Committee undertook an inspection of the Property by prior appointment on Friday 3rd July 2026. The Tenant was in attendance, but the Landlord was not present.

6. As requested by the Tenant an oral hearing was conducted remotely by Teams on the 6th July 2026. The Tenant was present assisted by his solicitor David Thomas of Gittins McDonald. The Landlord was also in attendance accompanied by his agent Sean Edwards of Halls.

7. The Property is located on the outskirts of Bangor on Dee in a fairly isolated area. The closest amenities such as small shops, public houses and village services are located in Bangor on Dee. The Property is about 7 miles from Wrexham.

8. The Property is a comparatively large four bedroomed detached house located on two floors. On the ground floor is a reception room/diner, a separate lounge, together with a bathroom and kitchen. There is a bathroom in addition to the four bedrooms upstairs. The house has a small garden relative to the size of the house. There are large outbuildings in the form of a shed and a two-storey garage.

9. Overall, the Property is in need of substantial modernisation. The kitchen and bathrooms are functional but in need of upgrading. The Property needs rewiring and we understand that the central heating is not currently working. The ceilings to the lounge and the bedrooms have large cracks. All the windows are single glazed and are the exterior of the window frames require re-painting. The house is connected to mains services.

10. There is agreement that the Landlord is responsible for external repairs and maintenance whilst the Tenant is responsible for internal repairs and decoration.

11. The Landlord accepts that he has not undertaken any maintenance at the Property whilst the Tenant states that he has carried out a substantial amount of work to the Property including external decoration, repairing windows, tarmacing of the driveway, loft insulation, roof repairs following storm damage, replacement central heating boiler.

12. The Tenant and his family have occupied the property since at least 1971. The Tenant stated that his parents occupied the property before the conversion works were completed. It seems that this work was then completed by the Tenant's father. The Landlord explained that his father was the Landlord at the time, and it was agreed that the Landlord's father would pay for the building materials and the Tenant's father then would complete the conversion work. The Tenant states that both he and his parents have undertaken all the maintenance on the Property whilst they have been in occupation and that this must be fairly reflected in the deductions made in order to arrive at a fair rent.

13. It was originally proposed that the Tenant's father should enter into a 7-year lease with an option to renew for a further 5 years. We were told that such a lease was never completed, and it remains the case that there is no lease or tenancy agreement governing the Tenant's occupation of the Property. From in or around 1982 until 1990 the rent equated to around £1.00 per day. A rent review occurred on the 21st March 1990 fixing the rent at £108 per month. Following a further review on the 12th September 2008 the rent was increased to £178.50. The rent remains at that figure pending determination of this application by the tribunal panel.

14. The Tenant's solicitors in their written submissions suggest that the Rent Officer has adopted an incorrect methodology in his approach to the fair rent calculation and that he has not sufficiently taken into account the extent of the Tenant's improvements to the Property. The criticism of the Rent Officer is not well founded as in making his assessment he has taken into account all the relevant factors set out in section 70 Rent Act 1970. On careful analysis of those submissions the basic thrust of the Tenant's argument is that the Rent Officer make insufficient allowance for the tenant's improvement having regard to the history of the tenancy. For the avoidance of doubt this is a regulated tenancy as opposed to a statutory tenancy

15. During the hearing the Tenant reiterated the same point. He confirmed that he proposed a rent of £239.60 per month to reflect year on year inflation since the date of the last increase.

16. The Landlord accepts the determination of the Rent Officer and believes that the increase is realistic taking into account that the rent has remained the same for 18 years. The Landlord acknowledges that he allowed matters to drift for too long before seeking an increase in the rent.

17. 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.

18. 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)).

19. 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.

20. 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.

21. By virtue of Section 72 of the Act, the registration of the rent takes effect from the date upon which the Committee reaches its decision. In this case, that date is 6th July 2026. The Committee is unable to backdate a new registered rent by virtue of this provision.

22. The Rent Officer lists comparable figures for 12 four bedroomed properties within the LL13 postcode area. The monthly rent ranges from £750 to £1300 per month. The Rent Officer adopted a figure of £900 as the relevant market rent.

23. Neither party has provided any comparable evidence of their own. The Committee identified other four bedroomed properties in the area with the monthly rent ranging from £975 through to £1,600 and £1,930. It is accepted that properties at the higher end are larger and in better condition.

24. Accordingly using its own knowledge, expertise and experience the Committee has determined that the relevant rent for a property of this type in a similar locality would be £1100 per month.

25. In adopting the section 70 considerations we make the following deductions:

Lack of double glazing	£110
Basic bathroom	£55
Basic kitchen	£55
Tenant's internal repairing obligations	£110
Tenant's improvements	£120
Total deductions	£450
Adjusted rent	£660

26. To a large extent the contribution of the Tenant's father in the conversion of the Property has been recognised by the fact that the monthly rent has been much lower than one might reasonably expect over many years. However, we do recognise the improvements made by the Tenant and his predecessors in title and the ongoing liability for internal repairing. We consider that we have made suitable deductions to reflect the real.

27. In terms of the scarcity element, we consider it appropriate to apply a deduction of £10% being £66.00. It is appropriate to make this deduction to reflect the fact that the demand for rented accommodation has pushed comparable rental figures higher than they otherwise would have been.

28. Accordingly, having deducted the scarcity element from the adjusted rent, this makes the fair rent payable **£594.00 per month**.

29. However, the capping provisions contained in the Rent Act (Maximum Fair Rents) Order 1999 are engaged. The existing fair rent of £178.50 was registered on the 12th September 2008. The Retail Price Index (RPI) as at the date of the last registration was 218.40. We are assessing the rent in July

2026 and accordingly we are to adopt the RPI two months prior to our decision. In May 2026 the RPI was 415.30. The difference between the two figures is 198.80. In order to achieve a multiplier on the last fair rent then the difference of 198.50 is divided by the previous RPI giving a sum of 0.9182 to which as added an enhancement factor of 5% being 1.05. The total of 1.9682 is accordingly the relevant multiplier to ascertain the capped rent.

30. Therefore, multiplying the relevant multiplier with the existing rent gives a capped figure of £351.33, which is to be rounded up to the nearest 50p making a total of £351.50.

31. This means that the fair rent cannot exceed the capped amount of £351.50.

32. **Our decision therefore is that the fair rent for the Property is £351.50 per month payable from the 6th July 2026.**

33. The Landlord may, should he for any reason so choose, charge a rent that is less than the capped sum, but the rent can never exceed the capped amount. In addition, the rent increase can only be levied from the effective date, being the date of the hearing.

Dated the 20th July 2026

G E Davies

Tribunal Judge