

**Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL**

Reference: RPT/0083/01/26

In the Matter of properties at Marine Road and South Parade, Conwy

**And in the Matter of Appeals under section 27 of the Housing (Wales)
Act 2014**

Applicant: S H Property Trading Limited

Representation: Armadeep Singh Sahota

Respondent: Rent Smart Wales

Representation: Richard Grigg

**Type of Application: Appeal against the revocation of a landlord's
Licence**

**Tribunal: Colin Green (Chairman)
Jack Rostron FRICS (Valuer Member)
Bill Brereton (Lay Member)**

Date of hearing: 1 June 2026

DECISION

The Tribunal confirms the Respondent's decision to revoke Licence Number: #LR-43108-98758.

REASONS FOR DECISION

Introduction

1. On 28 May 2021, the Applicant, S H Property Trading Limited ("SH"), was granted a landlord licence (Licence Number: #LR-43108-98758) to manage rented accommodation ("the Licence") by the Respondent, Rent Smart Wales ("RSW") under section 21 of the Housing (Wales) Act 2014, in respect of 105 flats owned by SH on Marine Road and South Parade in the Pensarn area of Conwy.
2. The Licence was granted subject to conditions, as provided for under section 22 of the 2014 Act. There was no appeal by SH in respect of those conditions.
3. Under section 25(1)(a) of the 2014 Act, RSW, the relevant licencing authority, may revoke a licence if the licence holder has breached a condition of the licence. Section 25(2) provides that before revoking a licence a licensing authority must notify the licence holder of its intention to revoke the licence and the reasons for this, and consider any representations made by the licence holder before the end of the period of 21 days beginning with the date the licence holder was notified.
4. After considering such representations, by a letter dated 17 October 2025, SH was notified of RSW's decision to revoke the Licence due to alleged breach of certain Licence conditions, to take effect on 14 November 2025.

On 27 December 2025, SH applied to appeal the decision to revoke the Licence. It was made outside the appeal period provided for by section 27(3)(a), but on 19 February 2026 the Tribunal allowed the application to appeal out of time, under s. 27(4).

5. An appeal may be determined having regard to matters of which the licensing authority was unaware (section 27(3)(b)) and is by way of rehearing. The only options open to the Tribunal on an appeal are either to confirm or quash the decision to revoke: sections 27(5) and 27(5)(d).
6. Accordingly, the Tribunal must determine whether SH was in breach of the relevant Licence conditions, and remains in breach, and if so whether the Licence should be revoked having regard to the breaches.

Hearing

7. The hearing took place on 1 June 2026 via Microsoft Teams. Armadeep Singh Sahota, the sole director of SH, represented SH and gave evidence. He had also provided a witness statement in response to the statement of reasons of Rebecca Duncan (the Senior Housing Surveyor) on behalf of RSW, with appendices. Richard Grigg, an in-house solicitor of Cardiff Council, represented RSW. In addition to the statement of Miss Duncan the Tribunal also heard evidence from Bethan Jones, the Operational Manager for RSW. All the witnesses were subject to questioning by the other party.

Relevant history

8. This is dealt with at length in the statement of Miss Duncan. In summary, her evidence was as follows.
9. As a result of complaints received regarding property conditions, in September 2023 RSW conducted undertook an EBOC (Extensive Breach of Licence Conditions) investigation of SH, a process designed to request

- specified documentation and information from a landlord so that they may demonstrate compliance with their licence conditions and build a picture of their letting and management practices.
10. A table of what was requested as part of the EBOC investigation and whether SH provided satisfactory evidence of compliance is at pages 15 to 19 of Miss Duncan's statement. Full compliance was not demonstrated and therefore, RSW proposed to revoke the Licence. On 22 February 2024 an in-person meeting was held with Mr. Sahota at which his representations were sought and on the same day a joint inspection with Conwy Council's Private Sector Housing team was undertaken of some of the rental properties. Mr Sahota decided not to accompany RSW on the visit.
 11. The table at pages 22 to 28 of Miss Duncan's statement shows what conditions SH had breached and what evidence it had provided of compliance, if any.
 12. Rather than revoke the Licence, the decision was made to amend the Licence conditions SH was notified of the proposed amendments on 11 June 2024 (comprising conditions 16 to 22) but made no representations concerning them. The additional conditions were not appealed by SH.
 13. In December 2024 and January 2025, RSW proposed to revoke the Licence again as it was considered that there were further breaches of the Licence conditions. Mr. Sahota provided extensive representations in March 2025. The table at pages 35 to 42 of Miss Duncan's statement details the conditions of which RSW requested evidence of compliance and what SH provided as evidence in response.
 14. To verify Mr. Sahota's claim that all works had been undertaken, a second inspection was conducted on 29 May 2025 by Mrs. Jones and Dawn

Haywood, Pollution and Housing Officer of Conwy Council. The table at pages 43 to 48 of Miss Duncan's statement outlines what was observed during the inspection at each property, whether they were observed during the first or second inspection, and whether the observation is a matter for further action or repair.

15. RSW recognised that some works were completed since the first inspection including doorbells fitted in all the properties, a lock had been repaired, rendering work had taken place, end caps fitted to a gutter and a fire extinguisher showed it had been serviced within the last 12 months. However, there were still a number of works that remained outstanding and the properties remained in poor condition. There was concern over the general management practices and lack of time that maintenance men were given in which to complete any tasks.
16. There were also additional matters which had been raised by Conwy Council, the local authority, as a result of their own concerns regarding the condition of the properties and the general management practices of SH, and by Mrs. Jones, detailed at pages 49 and 50 of Miss Duncan's statement.
17. It was determined through the inspections and assessment of Mr Sahota's representations that although there was evidence of compliance with some Licence conditions, full compliance with all the conditions was not demonstrated, leading to the recommendation of revoking the Licence.
18. On 9th January 2024, Mr Sahota completed approved landlord training with RSW, a course is designed to educate a landlord on their legal obligations, including training on Renting Homes (Wales) Act 2016. Therefore, he should understand his legal obligations and the requirement to ensure that properties are fit for human habitation.

19. The properties remained in a poor condition, and there were breaches of several Licence conditions. RSW was not confident that SH was

- committed to understanding the challenges facing management of this portfolio;
- taking steps to improve the management processes implemented in SH's local office, or
- that the level of resource in the local office is appropriate to manage the portfolio
- that SH has a thorough understanding of the works required or that it understands the investment needed to properly improve and maintain the properties in its portfolio on a sustained basis.

20. A report of 16 October 2025 was prepared by Miss Duncan recommending revocation, which appears at pages 59 to 90 of her statement, with appendices at pages 92 to 686. The report concludes:

“The licensee has breached the licence conditions despite being given extra time and clarification about expectations, afforded through licence amendment. Currently RSW has only two choices – do nothing and accept that the tenants in these properties continue to accept unsafe property standards and poor management practices or revoke the licence with a view to securing a better outcome for the occupiers when the properties are managed to a better standard by an alternative licensed agent.

Doing nothing is not an option. Proceed with revocation.”

21. The Tribunal now turns to consider each of the relevant conditions in turn.

Condition 9

22. *The licensee must ensure that robust management arrangements are in place throughout the period of the licence and in particular ensure that suitably qualified contractors competent in their area of expertise are available to deal with emergencies if/when they arise at the property(s). Emergencies include but are not limited to gas/electric, locksmith and general building issues.*

The licensee must ensure that the rental property(s) for which they have management responsibilities are visited at appropriate intervals determined by the licensee, taking into account property condition and tenant risks, while protecting the tenant's right to quiet enjoyment, but in any event the minimum routine visit intervals must be:

- Annually for single dwelling tenancies, and shared houses on a single tenancy, with the first routine visit taking place within the first 2-6 months of the tenancy.*
- Every 6 months for a House in Multiple Occupation (HMO), and shared houses on separate tenancies, with the first routine visit taking place within the first 2-6 months of the tenancy.*

In addition, the licensee must respond to all matters that arise in between routine visits appropriately and in accordance with the licensee's reporting maintenance procedure and where applicable, the licensee's complaints procedures.

Property visits must be documented, signed and dated by the licensee or appropriately trained user connected to this licence. The licensee must retain the documentation for a minimum period of two years and provide the information to Rent Smart Wales when requested.

Where the robust management arrangements and / or routine visits frequency cannot be fulfilled by the licensee, the licensee must appoint a licensed agent able to demonstrate robust management practices. This condition must be met within 8 weeks from the date the licence is granted.

For further guidance about how to schedule, conduct and document routine visits to rental properties please see 'Routine Visit Guidance and Templates' in the Useful Guides and Downloads Section of our website or [click here](#).

23. SH is alleged to have breached this condition in respect of inspection records, having only provided one to RSW. Mr. Sahota's response is that the absence of inspection records does not mean that inspections are not taking place and RSW has failed to establish that there have been no inspections.
24. This overlooks the requirement that visits should be documented, signed and dated and retained for a minimum of two years. The onus is on Mr. Sahota to produce such documentation, which he has failed to do save for one sample.
25. His evidence was also there had been difficulties with inspections during COVID, and even after lockdown restrictions had been lifted there were problems obtaining access and with tenants not keeping appointments. This does not mean that there were no inspections, however.
26. Now, there is a double check list with a rota system for inspections every six months, although this can't always be managed. He says that he has provided logs to Conwy Council, but not RSW. He said he was unaware he had to provide RSW with inspection records and suggested that they could be sent to RSW. The absence of inspection records has been raised previously by RSW however, so that Mr. Sahota should have provided

them when requested. As things stood at the hearing there was no evidence of the system he claimed to exist or of any inspections and records other than the sample provided.

Condition 16

27. *Without prejudice to the generality of the above condition in regard to the Code of Practice, the licensee must ensure that they comply with any management regulations enacted under Section 234 of the Housing Act 2004 in respect of their management practices and must also ensure the repair, maintenance, cleanliness and good order of any house in multiple occupation where they complete lettings and management activities.*
28. Although Mr. Sahota accepts that there are outstanding matters, he contends that RSW's approach fails to take account of the inherited nature of the defects and the scale of works already undertaken. There are ongoing remediation works, substantial investment, and prioritisation of critical issues and his actions are proportionate to the scale and nature of the issues inherited. Mr. Sahota said that approximately £750,000.00 has been spent since mid-July 2020

Condition 17

29. *The licensee shall ensure that an appropriate number of staff members are employed to effectively manage the letting and management activities. To achieve this a minimum of two full time (at least 37 hours per week) members of staff are employed to conduct letting and management activities at their rental properties and two full time competent members of staff are employed to deal with and remedy maintenance issues.*

The licensee is to provide evidence, by way of, signed contracts of service, that four full time members of staff are employed within 12 weeks of the date of the amendment of the licence conditions.

30. The breach consists in a failure to establish that four full time members of staff are employed by SH, as distinct from working part time, and the absence of the relevant contracts of employment. An employment contract for Ewina Jones (administrator) had been provided, and for a cleaner (since replaced) and three maintenance employees but with no hours of work.
31. Mr. Sahota's response is that the absence of documentation does not negate the existence of staff or that staffing is insufficient: this is an evidential gap rather than a substantive failure. The terms of the condition are clear however, and the failure to provide evidence in respect of all employees is a breach.
32. Mr. Sahota stated that he inherited staff from the previous owner: one administrative officer and two maintenance men, but now has three administrative staff, six workmen and experienced outside contractors. Joyce Kilgallon was recently appointed a new property manager. Mrs. Kilgallon has worked for Clwyd Housing Association (a local housing association) for more than 30 years. She has worked as a senior housing officer and housing manager, with experience in in allocation, rent arrears, maintenance and social behaviour. Mrs. Kilgallon has brought her wealth of experience and now ensures that all policies and procedures are in place. She has also put in place new local approved contractors to complete flat renovations. In addition, she has completed the Level 5 in Health & Social Care for Vulnerable People course, to assist with tenants who require additional support.
33. Nevertheless, the difficulty remains that not all written contracts were supplied and some remain outstanding. Mr. Sahota said there was a written contract for Mrs. Kilgallon which he could provide but was unable to explain why it was not included in the attachments to his statement.

Absent such contracts it is not possible to determine if any of those responsible for maintenance are full time employees.

34. Further, given her responsibilities, Mrs. Kilgallon ought to have been joined to the Licence and undergone RSW training, something of which Mr. Sahota should have been aware from his own training.

Condition 18

35. *The licensee must ensure that members of staff have written procedures to follow in relation to all letting and management activities. These procedures should make it explicit that any maintenance and/or building work is checked and signed off as meeting the required standard. This should be done by a person independent of the employee/contractor who completed the work, and this individual should have the appropriate authority and experience to act competently. The licensee must provide written evidence of the procedures in place that staff members must follow when conducting letting and management activities and evidence of the hierarchy of staff to ensure appropriate checks and measures are in place within 4 weeks.*
36. Although Mr. Sahota accepts that procedures have not been reduced to writing, he claims that in practice, systems exist for maintenance coordination, inspections, and tenant communication. The absence of formal written manuals does not equate to absence of procedures, and RSW has not demonstrated any operational failure arising from this alleged deficiency.
37. Nevertheless, there is a requirement for manuals, and there is no corroborative evidence of any of the systems or procedures which are claimed to exist, beyond Mr. Sahota's assertion, or how they are made known to or shared between members of staff absent any writing. During the morning of the hearing Mr. Sahota said that he would email samples at

lunchtime, even though he has been aware of this requirement for some time (and should have complied within four weeks from the date the amended condition came into force) and could have attached them to his statement.

Condition 19

38. *The licensee must ensure that the requirements of the Renting Homes (Wales) Act 2016 are adhered to, this includes but is not limited to issuing written statements of occupation contracts to all tenants (contract-holders) and ensuring that all properties are fit for human habitation as specified in The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022, by having regard to the presence or occurrence, or the likely presence or occurrence, of the 29 matters and circumstances specified in the Regulations.*
39. Here, the issue is the absence of written statements of occupation contracts, which include all the terms of the contract including those imposed under the statutory provisions, and which had been provided to tenants. Mrs. Jones evidence was that some tenants had not been provided with contracts, or only two pages but not the full terms.
40. Mr. Sahota maintains that contracts are in place and have been provided to tenants, and it is up to them to keep it. The issue is therefore evidential rather than substantive and does not justify a finding of breach.
41. Nevertheless, the evidence of RSW was that they had not seen one contract and Mr. Sahota did not attach any samples to his statement. At lunchtime on the day of the hearing however, Mr. Sahota emailed a two-page contract (which couldn't be opened) which is clearly insufficient in respect of 105 properties.
42. The Tribunal concludes that he remains in breach.

Condition 20

43. *The licensee must prepare and adhere to a schedule of works to ensure that all properties are brought up to an appropriate standard of repair and are fit for human habitation, as specified under the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022.*

Without prejudice to the generality of the above statement, the licensee must provide within 8 weeks of the date this licence was amended, copies of:

surveys undertaken by a RICS qualified surveyor of all properties within the portfolio. The surveys should provide a schedule of all disrepair and consideration of all the 29 matters and circumstances specified in the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022

The licensee must provide within 16 weeks of the date this licence was amended, copies of:

a costed work programmes for each property outlining the remedial measures that will be implemented over a reasonable and specified timeframe. AND

A proposal outlining the arrangements that will be put in place to re-house displaced tenants while works are on-going.

44. It is not disputed that a survey has not been obtained. The price which Mr. Sahota has been quoted is £36,000.00, which SH cannot afford. In his view, while desirable, such requirements must be proportionate and requiring full surveys across 105 properties at significant cost is excessive. Less intrusive alternatives such as phased surveys or targeted inspections would achieve the same objective. He estimated that it would take him

another two to three years to bring all the properties up to a reasonable standard.

45. This is a complaint concerning the condition itself. It is not Tribunal's function to determine the reasonableness of any condition however, and it has no power to vary a condition on an appeal against revocation for breach. The appropriate action would have been for Mr. Sahota to make representations after receiving notice of the proposed condition, or to appeal it, relying on estimates for a full report and proposing alternatives. He did neither and would have been aware of such options as a result of his RSW training.
46. Mr. Sahota also relies on the fact that when he purchased the properties in about mid-2020 from Amberely Properties Limited, there were more than fifty notices that had been issued by Conwy Council for improvement and remedial works, some more than twelve years old. Neither RSW nor Conwy Council had taken any further action against Amberly, and since then the number of notices has been significantly reduced.
47. Against this, Mr. Sahota ought to have known something of such matters at the time of purchase. Apparently, he was told all notices had been complied with by Amberely (though this could have been checked) and his surveyor was afforded limited access to the properties. He was aware that some required refurbishment but did not appreciate the full extent of the issues until after purchase. It is also accepted that there were substantial difficulties in dealing with matters because of the restrictions imposed during COVID lockdown (although they had begun in March 2020, prior to completion of the purchase).
48. In addition, decisions concerning improvement notices will have been a matter for Conwy Council, not RSW, and even if RSW treated the previous owner with more leniency, and were lax in enforcing the conditions, this

does not mean that they are somehow bound to adopt a similar approach to the conditions to SH's Licence. They must be assessed on their own merits.

Condition 21

49. *Without prejudice to the generality of the above condition in regard to the Code of Practice, the licensee must ensure that they comply with the requirements of the Regulatory Reform (Fire Safety) Order 2005, this includes but is not limited to ensuring a sufficient and comprehensive assessment is completed of the fire risks to people who are or may be lawfully on the premises or within its vicinity. The fire risk assessment must be to a type 3 level, as specified within the Government guidance document Fire safety in purpose-built blocks of flats include, amongst other things:*

a review of the premises to identify any areas where a fire might start

identified actions needed to reduce the likelihood of fire and to keep people safe if a fire happens

identified fire safety measures that the licensee needs to take to make the premises safe for employees or residents, as well as other 'Relevant Persons'.

In order to ensure a sufficient and comprehensive fire risk assessment can be completed, the licensee must ensure the person(s) completing the fire risk assessment has access to all areas of the property, including individual flats.

The licensee must ensure that the fire risk assessment demonstrates that there is appropriate fire separation between floors within house in multiple occupation managed by the licensee, where a suspended ceiling has been

installed, including but not limited to the property 28 MARINE ROAD, PENSARN, ABERGELE, LL22 7PR

50. A fire risk assessment for 28 Marine Road was provided. The only documentation subsequently supplied for this property relating to fire safety was a Fire Detection and Alarm System Inspection and Servicing Report, which only covered the fire alarm system itself and not general fire safety in the property. Therefore, it did not address all matters raised in the action plan's risk assessment and did not comply with condition 21 regarding fire risk assessments.
51. Appendix 12 to Mr. Sahota's statement consists of weekly fire alarm test records and at lunchtime during the hearing he emailed seventeen risk assessment reports, which he claimed covered all 105 flats. Due to the late provision of these documents, which could have been supplied earlier and attached to Mr. Sahota's statement, it was not possible for RSW to confirm this was correct. Therefore, the Tribunal considers that on the evidence, SH remains in breach of this condition.

Decision to revoke

52. In respect of RSW's decision to revoke the Licence, Mr. Sahota submitted that the decision was unreasonable and disproportionate to the breaches. Miss Duncan's evidence in her statement concerning this was as follows:

"Rent Smart Wales takes the safety and rights of tenants seriously.

Landlords are in a position of authority, trusted by their tenants to act in their best interests and having the relevant housing knowledge to remain compliant with their legal obligations, providing a safe home for tenants to live in.

In the case of SH Property Trading Limited, we are seeing a pattern of ongoing breaches of their licence conditions with insufficient evidence to support the claim by Mr Sahota that all works have been completed.

The inspections have shown that although some repairs have been completed, the properties still remain in poor condition, with there being concern over how repairs are managed.

Furthermore, documentary evidence such as work procedures, inspection reports and a schedule of works for the properties have still not been provided and therefore, compliance cannot be demonstrated with the associated licence conditions. These documents are essential to demonstrating that there are robust systems in place to ensure that the properties are kept in a safe manner that is fit for human habitation.

Rent Smart Wales acknowledges that some of the licence conditions require more time and cost in order to comply such as arranging a RICS survey for each of the properties however, this does not apply to some of the other conditions that are easier to evidence such as work procedures for employees to follow, and inspection reports which Mr Sahota advises they already hold.

It is not acceptable for a landlord to continue to breach their licence conditions.

A Rent Smart Wales licence is an important document designed to allow tenants to have confidence that a landlord holds a certain level of compliance if they have been granted and maintained a licence. By allowing a landlord to continue to let and manage properties without full compliance of their licence conditions, it undermines the purpose of a Rent Smart Wales licence.

Rent Smart Wales has been in communications with SH Property Trading Limited for a number of years, providing a number of opportunities for the landlord to demonstrate their compliance.

When SH Property Trading Limited had their licence conditions amended in August 2024, they were given the opportunity to discuss the proposed amendments with us. The landlord did not indicate that they were opposed to the proposed amendments and therefore, on 3rd August 2025, SH Property Trading Limited were informed of the decision to amend the licence conditions and were given a formal opportunity to appeal the conditions set.

When the decision was made to amend the conditions, the landlord was advised of their right to appeal the conditions within 28 days.”

53. At pages 88 and 89 of Miss Duncan's statement she addresses the question, *“Would any bespoke conditions mitigate any risks potentially presented by the applicant? List bespoke conditions considered, and what mitigation they provide (if any)”*. The following three conditions are listed, with observations:

“requiring the landlord to hire further employees to assist with letting and management activities.

requiring the landlord to sufficiently extend the working hours for their maintenance team to undertake repairs.

The landlord providing evidence of an implemented process demonstrating their record keeping system.

However, Rent Smart Wales already amended the landlord's licence conditions on 3rd August 2024 in order to help the landlord improve standards, achieve compliance, and improve their letting and management systems in general. Amendment of the licence provided the licensee with an opportunity to secure improvements and time to meet a better standard.

The licence was approved in 2021, and the licensee has failed to meet the required standards since then. Despite ongoing discussion/support there has been a failure to address significant issues and consequently confidence in the management of this licensee and their ability to secure change is low. It is unlikely that this licensee will adhere to the licence conditions in the future.

Given that licence amendment and consideration of alternative licence conditions have already been implemented, it is not considered appropriate or possible to deal with these concerns through further licence amendment.”

54. Miss Duncan was cross-examined concerning this conclusion and she remained of the view that the amendments made in 2024 had not resulted

in RSW's concerns being fully addressed and it was unlikely further amendment would make a difference.

55. So far as the impact on tenants is concerned, the revocation of the Licence did not mean that they had to leave, only that SH could not manage or grant new tenancies, which could only be done by an agent licenced by RSW.

Conclusion

56. In the Tribunal's view, SH remains in breach of the relevant conditions and RSW have provided Mr. Sahota with the opportunity of remedying matters and producing the necessary documentary evidence. Other than a few samples he has failed to provide such evidence. In summary:

- 56.1. Condition 9: all the inspection reports have not been provided, as requested, only one sample in respect of a period of two years.
- 56.2. Condition 16: there remain outstanding works.
- 56.3. Condition 17: not all the relevant employment contracts have been provided.
- 56.4. Condition 18: No manuals were supplied and any new procedures for letting and management activities do not appear to have been reduced to writing.
- 56.5. Condition 19: one sample contract is insufficient in respect of 105 properties.
- 56.6. Condition 20: Mr. Sahota accepts that he has not obtained a surveyor's report.
- 56.7. Condition 21: the risk assessments are incomplete.

57. In the light of the above, the Tribunal agrees that further amendment of the Licence conditions was not a realistic option for RSW and considers that in all the circumstances the revocation of the Licence is fair and reasonable. Therefore, the decision of RSW to revoke is confirmed.

Dated this 7th day of July 2026

Colin Green (Chairman)