

Y TRIBIWNLYS EIDDO PRESWYL

RESIDENTIAL PROPERTY TRIBUNAL

Reference: RAC/0007/7/25

In the Matter of: 1 Norman Street, Port Talbot, SA12 6EL

In the matter of: An application under the Renting Homes (Wales)
Act 2016 & The Renting Homes (Rent
Determination) (Converted Contacts) (Wales)
Regulations 2022

APPLICANT: Mr David John Pritchard

RESPONDENT: Ajmal Khan

TRIBUNAL: Tribunal Judge Kelly Byrne
Mr Andrew Lewis, Surveyor Member
Mrs Carole Thomas, Lay Member

DATE and VENUE: On the papers

DECISION

The Tribunal, for reasons set out within this decision, determines that the market rent payable for the property is £540.00 Per calendar month. This new rent is payable from 1 July 2025.

Background

1. The Tribunal received an application, from David Pritchard (“the Applicant”), who is the tenant at 1 Norman Street, Port Talbot, SA12 6EL (“the property”). The application was made under the Renting Homes (Wales) Act 2016 (“the Act”) and The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022 (“the 2022 Regulations”), in respect a notice served by the owner of the property, Mr Khan (“the Respondents”), to increase the rent at the property.
2. The Applicant has been a tenant at the property since 1 February 2010, paying a monthly rental of £540.00. The Respondent served on the Applicant form RHW12, dated 9 April 2025, providing notice of a rental increase to £1,100 per calendar month, with effect from 1 July 2025.
3. The Applicant has appealed to the Tribunal and is seeking a determination from the Tribunal as to the market rent for the property.
4. On 30 September 2025 Neath Port Talbot Council (“the local authority”) served an Emergency Prohibition Order on the property under s.43 of the Housing Act 2004, due to category 1 hazards. This led to the applicant vacating the property. The local authority also served a Suspended Improvement Notice under section 12 of the Housing Act 2004.
5. The Prohibition Order and the Improvement Notice together impose a number of requirements that must be complied with before the orders may be lifted. For the purposes of this decision, we do not set out every requirement in full but rather refer only to those matters which are of particular relevance.
6. The local authority as part of the Prohibition Order, records that there was no valid gas safety certificate in respect of the boiler; the property currently lacks a functioning heating system as the gas supply having been capped by the utility provider following a confirmed gas leak, thereby rendering the central heating system inoperable. These matters have been identified as constituting a Category 1 hazard.

7. The Prohibition Order additionally records the presence of excessive moisture and condensation affecting all four bedrooms, the main living room, and the front room. It further notes that the electrical installation is in a poor state of repair and/or otherwise defective.
8. The Order requires, inter alia, the installation of carbon monoxide detectors in respect of any gas appliances, if not already present, and indicates that the property requires complete rewiring. It also specifies that the condition of the boiler must be investigated and that any necessary works are to be carried out by a suitably qualified Gas Safe registered contractor.
9. Furthermore, it is required that the electrical wiring installation be undertaken by an authorised and competent person registered under an appropriate self-certification scheme, so as to ensure compliance with Part P of the Building Regulations. A full Electrical Installation Condition Report is also to be completed.

The Inspection

10. On 18 May 2026, the Tribunal panel undertook a site visit at the property, which is now vacant.
11. The Property is located within the South Wales town of Port Talbot just off the M4. The Property is an end terraced two storey house constructed circa 1900 in solid brick and stone walls under a pitched slate roof, with a single storey kitchen extension to the rear with a flat roof. On the ground floor there was an entrance hall, three reception rooms and a kitchen, with a landing four bedrooms and a bathroom on the first floor. Outside there was a small forecourt to the front, a rear garden, a large garage having access from Bailey Street, and a small store to the side – which was locked and couldn't be inspected.
12. The Property was in poor condition and required substantial upgrading to achieve modern standards.

The Applicants' case

13. The Applicant relied on his statement with attached exhibit, dated 6 September 2025. The evidence in its totality has been considered in detail by the Tribunal and the below is intended as a summary only.
14. It is the Applicant's case that the rental increase at the property is too high as it is a 120% increase over the passing rent. The Applicant states that he has resided at the property for 15 years and during that time has made multiple requests for maintenance which he states have been completely ignored. The Applicant states that the property has no gas or electric safety certificates; that there is no smoke or carbon monoxide alarm, and there was damp and mould in some of the rooms. The Applicant provided comparable evidence of similar properties within the locality.
15. The Applicant's comparable evidence, was a three-bedroom terraced property available for rent at £875 per calendar month in Talbot Road Port Talbot, and a three-bedroom semi detached house in Greenwood Road Baglan Port Talbot available at £925 per calendar month.
16. The Applicant states that he has not been provided with an electrical safety certificate nor a gas safety certificate for the property.

Respondent's case

17. The Respondents case is set out in his witness statement dated 29 September 2025, with Exhibits. The Respondent submits that the rent for the property has not increased in the 15 years that the Applicant has been there.
18. The Respondent submits that when the rent was set 15 years ago at £540 per month, it was a concessionary rate, which he submits was already £110 below the then market value of approximately £650.

19. The Respondent submits that, owing to the significant increase in inflation and local property values over recent years, the current rent is unsustainable and does not reflect the true value of the property. The Respondent further states that the property is a substantial four-bedroom house comprising three reception rooms, together with two garages to the rear and an additional garage to the side, all of which are said to contribute to its overall market and rental value.
20. The Respondent contends that the proposed rent of £1,100 per calendar month represents a conservative and deliberately discounted figure, which is considered necessary in order to align with local income levels and prevailing market conditions. It is further submitted that this proposed figure is supported by professional rental valuations.
21. The Respondent states that independent valuations were obtained from two estate agents. One agent assessed the market rent for the property, inclusive of the two garages, at £1,200 per calendar month. The second agent valued the house alone at between £850 and £900 per calendar month and provided separate rental assessments for the two garages in the sums of £300 and £400 per calendar month respectively. This latter assessment gives rise to an implied combined market rental in the region of £1,450 to £1,700 per calendar month.
22. The Respondent did not provide any comparable evidence
23. The Respondent further states that the figure of £1,100 per calendar month was arrived at following legal consultation, with specific regard to the limited modernisation of the property over the preceding 15 years. It is submitted that, in those circumstances, a rent set at a level significantly below the assessed open market range was considered appropriate and reasonable.
24. The Respondent states that the tenant has been using the two attached garages for storage purposes with the Respondent's express permission. It is acknowledged that such use does not form part of the written tenancy agreement; however, the Respondent contends that the proposed revised rent is intended to encompass the use of the entire property, including the garages.

25. Accordingly, the Respondent submits that the Tribunal is required to assess the market rent of the property as it was in fact occupied, which includes the benefit of the two garages.

26. The Respondent has provided a copy of the converted occupation contract but is unable to produce the original tenancy agreement, which has been misplaced. However, the Respondent confirms that the terms set out in the provided document accurately reflect the terms agreed between himself and the Applicant.

The Law

27. The material provisions that govern this application are found in s.123 of the Act. For ease of reference, we recite the relevant extract below.

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.

(4) This section is a fundamental provision which is incorporated as a term of all periodic

standard contracts under which rent is payable.

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

2022 (“the 2022 Regulations”) governs the determination of the rent on appeal to the Rent Committee. 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.

Determination of rent by a rent assessment committee

29. 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

30. 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.

Assumptions in accordance with which a rent assessment committee must determine rent

31. 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 the same type of relevant converted contract as that to which the Notice under section 104 or 123 of the Act relates, assuming that—

(a) the relevant converted 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 relevant tenant or

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

tenant or licensee or relevant contract-holder to comply with any terms of the relevant

preceding tenancy or licence or relevant converted contract has no effect on the rent,

(e) where the landlord or a superior landlord is liable to pay council tax in respect of a

hereditament of which the dwelling forms part, under Part 1 of the Local Government

Finance Act 1992, the amount of council tax which, as at the date on which the Notice under section 104 or 123 was served, was set by the billing authority—

(i) for the financial year in which the Notice was served, and

(ii) for the category of dwellings within which the relevant hereditament fell on that date, 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

(f) neither the landlord nor a superior landlord is paying rates in respect of the dwelling.

Decision and Reasoning

32. Following the implementation of the Renting Homes (Wales) Act 2016 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 regulation 3 The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022.

33. The Tribunal has considered the notice dated 9 April 2025. The validity of this notice is not in dispute, and the Tribunal is satisfied that the notice complies with the requirements of section 123(1) (2) (3) Renting Homes (Wales) Act 2016

34. The Tribunal is concerned in determining the market rent of the property on the relevant date, being 1 July 2025. The Tribunal note that the site visit was undertaken on 18 May 2026, some 10 months after the relevant date.

35. Considering the evidence, the Tribunal find that the Prohibition Order and Suspended Improvement Notice dated 30 September 2025, are reliable independent evidence of the condition of the property nearer to the relevant date, than the Inspection Date.
36. As set out in regulation 6 of the 2022 Regulations, we must determine the rent at which we consider the property might reasonably be expected to be let in the open market by a willing landlord under the same type of relevant converted contract.
37. The Tribunal notes the lack of electrical safety certificate, which is required under Regulation 6 of The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022. The Tribunal further note the lack of a gas safety certificate, which I required under Regulation 36 of The Gas Safety (Installation and Use) regulations 1998.
38. Whilst there is a lack of gas and electric safety certification, the Tribunal is considering the rental value of the property and not determining whether rent is payable. The payability of rent would fall under the jurisdiction of the County Court.

Valuation Evidence

39. The Applicant has advanced two comparable properties for rent within the locality, namely a three-bedroom terraced house at £875 per calendar month, and a three-bedroom semi-detached house at £925 per calendar month.
40. The Respondent states that independent valuations were obtained from two estate agents. One agent assessed the market rent for the property, inclusive of the two garages, at £1,200 per calendar month. The second agent valued the house alone at between £850 and £900 per calendar month and provided separate rental assessments for the two garages in the sums of £300 and £400 per calendar month respectively. This latter assessment gives rise to an implied combined market

rental in the region of £1,450 to £1,700 per calendar month. It is noted that both valuations are not accompanied by a breakdown of how the valuations were reached. They are very basic in their presentation being a handwritten note on a compliment slip, and a simple email. Neither includes any reference to an internal inspection of the property and are of very limited value in our assessment of the rental value. No comparable evidence was provided by the Respondent.

41. The Tribunal relied upon the expertise of the Surveyor member with regard to the comparable evidence put forward the Applicant and the valuation evidence relied on by the Respondent. The Surveyor Member also undertook his own review of comparable evidence available at around the Hearing Date. He found in Gwendoline Street a three bedrooms two reception room mid terraced house flush with the pavement available at £925 per month; a mid-terraced house in Crown Street having three bedrooms lounge/dining room and garage available at £1,000 per month; and an end terraced house flush with the pavement in King Street having three bedrooms. All appear to have been well modernised and freshly decorated.
42. Having considered all the evidence carefully, ignoring the absence of the electrical and gas safety certificates, carbon monoxide alarms, and mains powered smoke detectors, and the condition of the property, the Tribunal is of the view that the rental value of the Property would be £1,200 per month.

Condition of the Property

43. As already stated above there were formal Notice served by the Local Authority shortly after the valuation date relating to the condition of the Property which would have been in existence at the valuation date. Further the poor condition of the Property was noted during the inspection, and this materially affects the rental value. To describe the extensive nature of the works needs is beyond the scope of this Decision but would include substantial expenditure to remedy penetrating dampness on the first floor, removal of polystyrene tiles on the ceilings throughout as these are a fire risk, treatment of rotten timbers, electrical rewiring, rectifying the defective heating system, renewing the kitchen and bathroom

fittings. Having regard to the condition of the Property the Tribunal consider that a deduction of £660 per month is required to reflect the actual condition in comparison to the comparable evidence. Accordingly, we make the following adjustment:

Full Rental Value:	£ 1,200.00
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Condition Deductions:	<u>£ 660.00</u>
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RENTAL VALUE	£ 540.00
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44. The Tribunal notes that the Prohibition Notice and suspended Improvement Notice are still active and any occupation of the property would need to be in compliance with these said Notices.



Tribunal Judge K Byrne

Dated this 18th day of August 2026

