

**Y TRIBIWNYLS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL**

Reference: RAC/0003/05/26

In the matter of South Wing Tower, Maesllwch Castle, Glasbury on Wye, Powys HR3 5LG

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

Tribunal Judge: Ms TE Richards-Clarke

Surveyor member: Mr H Lewis

Lay member: Dr A Ash

Applicant: Ms Jacqueline Williams

Respondent: Iona and Walter De-Winton

Representative: Mr Chester-Master of Chester Master Limited

Date of Hearing: 30 September 2026

Venue of Hearing: The Law Courts Glebeland Place
Merthyr Tydfil CF47 8BH

Decision

The Tribunal determines that the market rent payable for the property is £700 per calendar month. The new rent is payable from 10 May 2026.

Reasons

Background

1. The Applicant, Ms Jacqueline Williams, occupies the property known as South Wing Tower, Maesllwch Castle, Glasbury on Wye, Powys HR3 5LG. The Respondents are the landlords, Iona and Walter De-Winton.
2. The Applicant entered into occupation of the property in around July 2020. *The Renting Homes (Wales) Act 2016* was implemented on 1 December 2022. As a result, the Applicant's statutory periodic tenancy was automatically converted into a periodic standard contract. The written statement of the periodic standard

occupation contract between the parties is dated 17 October 2023 and is at Annex 1 to the Respondents' Witness Statement dated 18 June 2026.

The Application

3. On 3 March 2026, the Respondents served a Notice of Variation of Rent in Form RHW12 pursuant to section 123 of the Renting Homes (Wales) Act 2016. This proposed a rent of £700 per calendar month from 10 May 2026 to replace the existing rent of £630 per calendar month.
4. On 1 May 2026, the Applicant made an application for determination of the rent to the Tribunal in accordance with regulation 3 of the Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022.
5. On 21 May 2026, the Tribunal issued directions. Both parties submitted written evidence in accordance with those directions.
6. The Respondents rely on the witness statement of Mr Francis Chester-Master, Director of Chester Master Ltd, dated 18 June 2026. At Annex 3 of this witness statement is a comparable lettings schedule and comparable lettings report dated 17 June 2026 detailing the comparable properties relied on by the Respondents.
7. The Applicant contract holder relies on her witness statement dated 13 July 2026. She objects to the proposed rent increase and relies on longstanding disrepair, environmental management issues, and structural safety hazards, which she submits reduce the rental value and compromise her physical safety and health. In particular, she asserts that there is falling exterior stonework; a leaking roof; damp walls and floor defects; a defective heating system; a compromised water supply with no potable drinking water; intrusive and ineffective maintenance; and chemical spraying of communal areas leading to the loss of communal facilities.
8. All members of the Tribunal inspected the property on the morning of 30 September 2026. The hearing, attended by both parties, took place that afternoon.

The Legal Framework

9. *The Renting Homes (Wales) Act 2016* 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.*

10. *The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022 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 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.

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 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,*

The Inspection

11. The inspection of the property was undertaken by all Tribunal members during the morning of 30 September 2026. The Applicant and Ms Nixon on behalf of the Respondent were both in attendance.
12. The property comprises the South Wing of the Grade II listed Maesllwch Castle, situated approximately half a mile north of Glasbury on Wye. On the ground floor, the accommodation comprises a hall; a cloakroom/utility room with WC; bedroom 1 with an ensuite bathroom and WC; and bedroom 2/living room with an ensuite shower room and WC. The first floor comprises an open-plan kitchen and sitting area. Outside, there are two parking spaces, a small patio area and access to a designated allotment area, communal grounds, a tennis court, and woodland walks. The services comprise mains electricity and water, private drainage to a shared waste treatment plant and a shared heating system supplied by a biomass boiler.
13. The condition issues noted at the inspection were:
 - (a) Erosion of masonry to stone faced elevations.
 - (b) The visible parts of the slated roof appeared satisfactory.
 - (c) Cracks to internal plasterwork and above door openings.
 - (d) Unexplained discolouration of the carpet in the second bedroom.
 - (e) Changes in the temperature of the cold water supply at the kitchen sink.
 - (f) Extractor fan working intermittently.
 - (g) Defective heating system due to leaks in pressurised system.

The Hearing

14. The Applicant and Mr Chester-Master on behalf of the Respondents, attended the hearing. First, the Tribunal outlined the issues relied on by the Applicant in her statement and documents and gave the Applicant an opportunity to address the Tribunal. The Applicant asserted that the property suffers from severe, systemic, and long-standing elements of disrepair, environmental management issues, and structural safety hazards that heavily reduce its rental value and compromised her physical safety and health. In particular: parts of the stone on the exterior structure of the property are actively deteriorating and falling off; the property suffers from an ongoing leaking roof causing persistent water damage; damp stains rising up directly through the carpet; a defective heating system; no cold water; and disruption from contractors. The Applicant did not rely on comparable rental evidence and considers that the market rent for the property should be £0 because of all the problems with the property during her occupation. The Tribunal also asked the Applicant questions about the repairs at the property.
15. Second, the Tribunal outlined the issues relied on by the Respondent in his statement and documents and gave the Respondent an opportunity to address

the Tribunal. The Respondent has calculated an average comparable rent of £812 per calendar month based on comparable rental evidence of two-bedroom unfurnished properties; between 0.2 miles and 3.76 miles from the property; let between February 2024 and March 2026; with rents of between £750 and £850 per calendar month [Annex 3 Respondent's witness statement]. In reliance on the lettings set out in the comparables report dated 17 June 2026 and the comparable lettings schedule it is Mr Chester-Master's professional opinion that the open market rental value of the property as at 10 May 2026 was in the region of £800 per calendar month. The proposed rent of £700 per calendar month from 10 May 2026 is a concession by the landlord for personal religious reasons. In the comparable lettings schedule the Respondent also relies on the continued lettings of coach house 1 and 2 at Maesllwch Castle at £700 per calendar month. This was also understood to be a concessionary rent accepted by the contract holders, although no evidence of this agreed rent was before the Tribunal. Members of the Tribunal also asked Mr Chester-Master questions about the repairs at the property and the comparable rental properties relied on by the Respondent.

16. Both parties were also given the opportunity to ask questions and make closing submissions.

Deliberations

17. 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*.
18. The Tribunal has considered the notice dated 3 March 2026. 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*.
19. 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 *regulation 6 The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022*.
20. The Tribunal relied on the expertise of the Surveyor member with regard to the comparable rental properties relied on by the Respondent. The comparables provided by the Respondent have monthly rents ranging from £750 to £850 per calendar month. The subject property differs from the comparables in terms of age, size, location, unusual characteristics, accommodation configuration including no separate living area, communal grounds, and shared services.

21. The Tribunal rejects the Applicant's submission that the rent should be assessed at £0. The Tribunal is to determine the rent at which the property might reasonably be expected to be let in the open market. Although the defects established by the evidence justify the adjustments identified below, they do not render the property unlettable or reduce its open-market rental value to nil.
22. Having regard to the unusual configuration of the accommodation, the absence of a separate living room, the shared services and communal grounds, and the differences between the property and the Respondents' comparables, the Tribunal considered that the lower end of the comparable range provided the appropriate starting point. Using the Tribunal's own experience and knowledge of the location, it is considered that the rental value is £750.00 per calendar month. From this level of rent, the Tribunal has made adjustments as set out below:
- | | |
|---|--------------------|
| 23. <u>Starting Rent</u> | <u>£750.00</u> |
| Erosion of masonry including health and safety concerns | £25.00 |
| Configuration of accommodation | £15.00 |
| Restricted parking due to eroding masonry | £5.00 |
| Central heating defects | £5.00 |
|
<u>Market rent</u> |
<u>£700.00</u> |
24. The Tribunal makes no separate adjustment for the other matters relied upon by the Applicant. The roof leaks and associated water damage were not established by the evidence and the parties agreed that roof repairs and internal redecoration had been completed. The alleged damp and floor defects were not established beyond the unexplained carpet discolouration, which was not shown to affect the rental value. Although changes in the temperature of the cold water supply were observed, the evidence did not establish that the water was not potable or that any defect had a measurable effect on the rental value. The intermittent operation of the extractor fan was a minor defect which did not justify a separate adjustment. The alleged contractor disruption, chemical spraying and loss of communal facilities were not shown to be continuing as at the relevant date or to have a measurable effect on the open market rent. Any effect of the masonry and heating defects is reflected in the deductions already made.
25. For these reasons, the Tribunal finds that the open market rent for the property is £700 per calendar month. Accordingly, the Tribunal determines the rent payable is £700 per calendar month commencing on 10 May 2026.

Signed

TE Richards-Clarke

Dated 7 October 2026