Y TRIBIWNLYS EIDDO PRESWYL

RESIDENTIAL PROPERTY TRIBUNAL

Reference: RPT/0052/09/18

In the Matter of an Application under Section 27 of the Housing (Wales) Act 2014, appeal against condition of licence.

APPLICANT: Mr Paul Lawrance

RESPONDENT: Rent Smart Wales.

Tribunal : Richard Payne – Legal Chair
Ceri Jones – Expert Member
Angie Ash – Lay member

Hearing; at the tribunal offices, Southgate House, Wood Street, Cardiff on 25th January 2019.

DECISION

The tribunal allows the appeal and orders that a license be granted to the Applicant without the current condition 5(b).

REASONS FOR THE TRIBUNAL'S DECISION.

Backgound.

1. Mr Lawrance, the applicant, is the owner of 289, Gwynedd Avenue, Swansea which he has owned since 2001. He retired in 2016 from his former job with the equipment maintenance section at Singleton Hospital in Swansea where he had worked for 27 years. He describes himself as being knowledgeable about electricity, plumbing, maintenance, repairs, preparing comprehensive checklists and risk management. Since 2016 he has lived in rented accommodation in Norwich with his new partner. He does not own any other properties.

2. In February 2018, Fresh Letting Agents, who had been managing the property for him, indicated that they were going to increase their management fees and suggested that the applicant increase the tenants' rent to cover this. The applicant contacted the tenants to see if they would be happy for him to directly manage the property, and they told him that they were. The applicant subsequently undertook the appropriate Rent Smart Wales (RSW) online training courses and took over the management of his property with effect from 15 April 2018. He had sought the advice of RSW prior to this and been informed that provided that he had applied for his licence at this time then he would not be in breach of the law. He had been registered as a landlord with RSW since 3rd March 2017. At the time Mr Lawrance had applied and undertaken his RSW training he was made aware of what he describes as the "mainland" rule. This

was a rule being operated by RSW which required a landlord of a property in Wales to reside in mainland Britain in order to be licensed (amongst other things).

3. The applicant received an email from RSW on 22 May 2018 which informed him that RSW were in the final stages of processing his landlord licence application but as part of the licence there would be a condition attached which will state that as his main residence is 200 or more miles from the property that he rents out, that RSW will require him to continue to appoint either a local licensed agent or a locally based member of staff to assist him in the letting and management of his property for the 5 year term of his licence. The email pointed out that the agent can be a local relative as long as they have obtained an agent licence from RSW and that it did not have to be a high-street agency. The applicant felt aggrieved by this and considered that his application should have been dealt with upon the basis of the policy that RSW were operating at the time of the application, namely the mainland Britain rule rather than the 200 mile rule.

4. Mr Lawrance was granted a landlord licence for letting and managing activities on 5 July 2018, which contained the 200 mile condition.

5. Mr Lawrance was told that the rule change was as a result of the recommendation of the Residential Property Tribunal and he initially concluded that there would be little point therefore in applying to this tribunal. In fact, that information was incorrect and Mr Lawrance applied to challenge the condition, albeit out of time, but was given permission to proceed by a written decision of this tribunal dated 12th of October 2018.

6. Both parties complied with directions given by the tribunal and prepared bundles of documents for the final hearing including statements and other relevant documentation. This appeal therefore is concerned with whether the landlord licence granted to Mr Lawrance should also contain the 200 mile condition requiring him to employ a locally based agent to manage the property, or whether that condition should be varied or removed to enable him to manage the property notwithstanding that he lives in Norwich.

The licence.

7. The applicant was licensed for letting and managing activities as a landlord on 5 July 2018 with the licence expiring on 4 July 2023. Condition 5 b of the licence is that which is under challenge. It reads as follows;

> *"b. If a licensee's main residence/business address is located in England, Scotland or Wales but is 200**or more miles from the rental property, the licensee must either appoint a Rent Smart Wales licensed local*agent, or employ a locally*based member of staff to assist in the management of the rental property (s).*
> *Should..... these conditions apply, the licensee will have 8 weeks from the date their licence is granted, or from the date this condition applies, to put such person (s) in place.*
> **locally based/local means somebody who lives in England, Scotland or Wales and is within 200 miles (i.e. less than) of the rental property.**The mileage calculated through the use of Google maps*

using the shortest distance calculator between the landlord's home address or the agents business address and the rental property at the furthest distance."

8. It is also worth noting that condition 4 of the licence states;

"*Licensees may appoint an unlicensed person to be the main point of contact and make any decisions relating to their rented properties for a short period of time such as a holiday or hospital stay which is less than 4 consecutive weeks. If a licensee is away/unable to manage their property (s) for 4 or more consecutive weeks, they must appoint a*local licensed agent to let or manage their properties on their behalf for this time.*Locally based/local means somebody who lives in England, Scotland or Wales and is within 200 miles (i.e. less than) of the rental property."*

The evidence.

9. Mr Lawrance's evidence was that he had engaged letting agents to manage his property in Swansea from October 2016 and upon his periodic visits to the property, for example on 30 September 2017 and in October 2018 he had noticed problems such as the removal of the smoke alarm from the landing ceiling and a leaking kitchen waste pipe. He also said that although his letting agents managed the contract and organised the contents and condition checks, he was able to organise repairs and gas safety checks as he knew reliable local contractors. Mr Lawrance, as indicated above decided to take over the management of the property himself when his letting agents informed him in February 2018 that they were to increase their management fees. As part of his evidence, he submitted a copy of the letting agent's routine inspection form and an example of his own Inventory/Condition checklist which was clearly more comprehensive.

10. Mr Lawrance also argued that since his application to RSW predated their rule change to include the 200 mile condition that he should not be subject to it and should enjoy a concession in this regard. He was also told by RSW that the rule change was resulting from a recommendation of this tribunal.

11. Mr Lawrance argued that there were no reasons that warranted a local agent and he suggested that all of the problems that RSW were concerned with would be better resolved by a landlord such as him who has a vested interest in the property and who knows and uses reliable local tradesmen and keeps in touch with neighbours in the area. With regard to the 200 mile rule, he submitted that the original mainland Britain rule was transparent and unambiguous and he felt that if the rule change had to be made then the time and cost rather than the distance were the important factors. He pointed out that the travel time by car is governed by the quality of the roads and the travel conditions and he speculated that perhaps RSW had chosen the distance of 200 miles to ensure that any landlord living in Wales would still be able to manage their property in Wales.
12. Mr Lawrance also said that he had suggested his son become a 'locally' based agent as he lived in London, but when his son moved two hundred yards within the same complex RSW rejected his son as a potential agent because their shortest route went around London and placed him beyond the 200 mile limit. He

made the point that measuring by Google maps will not be reliable because their shortest route can vary according to traffic conditions during each day. He also said that RSW contacted him in October 2018 to say that his son could act as his agent. He felt that he could not be compared with the landlord in a case previously decided by this tribunal (RPT/0019/12/17) since he had visited his property regularly and he considered the property to be in a safer condition than it had been when it was managed by an agent. Mr Lawrance felt that the main question was whether it was acceptable for RSW to introduce a new rule without any prior publicity.

13. Mr Lawrance indicated that he had visited the property in June and October 2018 and was planning to visit after the hearing. He said that he has no problem driving down to Swansea from Norwich and if necessary would drive down the same day after being alerted to a problem. He also said that he looks after his partner's flat in London and had been doing a lot of work with that. He did not consider the drive to be onerous and felt that it was his choice if he chose to drive that far and says that he does the journey roughly every 3 months in any event and plans to continue doing so. He gave examples of noting that the sink drain was leaking upon one of his visits and he mended this immediately and repaired a toilet the next day.

14. He was asked by the tribunal how he would deal with emergencies and his arrangements with local contractors and he answered these matters satisfactorily. He gave examples of having the consumer unit replaced for the electrical supply, having had a wood burner removed and that he has an electrician and a roofing contractor that he knows. He stressed that if there was something he could deal with himself of a non-urgent nature then he would be prepared to drive down to fix it but failing that he has numerous contacts in Swansea who he could arrange to undertake and check any work. Mr Lawrance described the 200 miles and the further distance from Norwich to Swansea as not being a huge distance and again stressed that he did not feel it a burden to make the journey particularly if it was to maintain and inspect his property from which he derives an income that he relies upon to pay the rent in his accommodation in Norwich.

15. Mr Lawrance was cross-examined robustly by Mr Grigg and taken through how he would deal with a number of problems and emergency situations that could arise as set out in RSW's evidence, such as; broken boiler, fire, flooding and burst pipes, faulty alarm system, the police requiring access and so forth. With regard to for example flooding and burst pipes Mr Lawrance said that depending upon the urgency of the matter he would either go himself upon the day (he knows where all the service valves and the stopcocks are) or he would engage contractors that he has a relationship with. For the broken boiler he would engage gas engineers. He did accept Mr Griggs's suggestion that management would be easier if he lived much closer to the property, in Swansea, than Norwich.

16. The tribunal had the benefit of a detailed written statement and skeleton argument from Sarah Rivers, a group leader at RSW, and also of hearing oral

evidence from Mrs Rivers. She drew attention to section 22 of the Housing (Wales) Act 2014 ("the Act"), which reads that, at 22(1), a licence must be granted subject to a condition that the licence holder complies with any code of practice issued by the Welsh Ministers and that, section22 (2) *"a licensing authority may grant a licence subject to such further conditions as it considers appropriate."* (RSW's emphasis).

17. Mrs Rivers set out the history of condition 5 in RSW licences and described how the 200 mile rule was implemented following the RPT decision in the case of Anthony Rooke and RSW (RPT/0019/12/17) dated 26th of April 2018. This decision expressed concern about the potential for anomalies to emerge from the use of condition 5 requiring landlords to live in mainland Britain. She accepted that the tribunal's concerns were justified and as a result RSW reviewed its approach and applied a new decision with clear criteria which included the 200 mile rule. Mrs Rivers appended the notes of a meeting held to discuss this matter on 8 May 2018 and the subsequent proposal for the 200 mile limit. In legal advice sought after the meeting on 9 May 2018 it was clear that RSW were concerned by the potential anomalies of the mainland Britain condition for example that such a definition would exclude Ynys Mon, and could mean that someone living on Ynys Mon could not have a licence to manage a property in Bangor but could appoint an agent based in Inverness to do so. It was considered that the new 200 mile condition was much clearer and would stop a licensed agent being based at very long distances from their properties and would allow landlords to easily ascertain if they needed to appoint a licensed agent.

18. Mrs Rivers' written submissions stated that the introduction and modification of condition 5 "*requires a licensee to be available locally to respond to tenant requests in a timely fashion, deal with any emergencies that arise and proactively inspect the property at regular and appropriate intervals…"*. Mrs Rivers said that "*it is RSW's view that licensees, living 200 or more miles from the rental properties they manage, would face significant time and cost implications visiting the properties they manage which would require advanced planning and possible inconveniences, essentially making routine management activities at rental properties more difficult than by a "local" agent."* She added that "*it is appropriate that the conditions on licences reflect the need to have appropriate management arrangements in place. The condition in question secures this. It facilitates the ability to undertake regular inspections by a local licensed person to deal with emergencies, a deterioration in property conditions and to respond to tenant requests in a timely fashion."*

19. Mrs Rivers' talked of the benefits to be derived from regular inspections of a property by a licensee in identifying problems at an early stage, and the potential problems if a landlord is instructing tradesmen from 200 miles or more away to deal with a defect as to who would be in a position to sign off the completed works. She was concerned that a landlord living 200 or more miles from a property may make routine inspections less likely than for landlords who live "locally" and asserted that *"It is Rent Smart Wales view that 200 or more miles from a rental property is too far for a licensee to effectively manage."* Later in her written submissions she says that "*Rent Smart Wales has taken the decision that the cut off for effective management is 200 miles, arguably this should be less to*

allow tenants to have a more responsive service. There has to be a cut off somewhere and there will always be dissatisfaction from applicants who perceive the maximum limit to be unfair to their particular circumstance." Mrs Rivers concluded her written submissions by summarising that "*It is argued that the time taken for the journey, the costs involved in the journey and the planning and financial implications of arranging overnight accommodation would hinder Mr Paul Lawrance's management of the rental property, these factors are also likely to mean that inspections are less frequent or that problems might not be responded to as quickly as if there were less cost, planning and time implications involved."*

20. In oral evidence Mrs Rivers explained that she was aware of two cases where the condition had been amended so that licences were granted to landlords who lived more than 200 miles away, although in one of these the tenant was the daughter of the applicant and the condition was amended to allow the landlord to remain whilst the daughter remained the tenant. The second case was where the applicant managing the property had a power of attorney and had provided evidence that they visited every four weeks. The condition was amended to say that the applicant in that case should visit every four weeks and provide evidence of such visits and of being in the locality.

21. Mrs Rivers explained under questioning from Mr Lawrance that she did not have the data on how many applicants for licences live more than 200 miles away from the subject properties and their database did not have the functionality to easily identify that. She stressed that on renewal of licences however, this would be checked and the 200 mile condition will be applied.

22. The tribunal noted that the Code of Practice in its 'Best Practice' guidance at page 15 refers to a property being inspected "periodically" and asked Mrs Rivers about RSW's understanding of this. She said that RSW's interpretation was that the property should be inspected every 3 months and then once a relationship is built up the inspection should go to once every 6 months, but this would depend on the relationship (between the landlord and the tenants). She accepted that RSW's views on best practice were not on its website or communicated to landlords but said that they were developing a companion to the Code of Practice which was currently a work in progress.

23. The tribunal asked Mrs Rivers what parts of the Code of Practice are affected directly by the 200 mile rule and which elements RSW were most worried about and she answered that it could be in getting the tenancy but it was mainly concerns of what could happen during the tenancy. She repeated that being 200 miles away puts more barriers in the way and that doing a journey of 200 miles takes time, planning and costs. Mrs Rivers explained that RSW felt that a landlord being away from a property is detrimental to its management and that 200 miles was the absolute maximum. However, when questioned, Mrs Rivers accepted that she didn't know about Mr Lawrance's inspections of his property until she saw his skeleton argument and also accepted that in the standard e mail or letter that is sent out to applicants informing them of the 200 mile condition (for example the e mail that was sent to Mr Lawrance on 22nd May 2018), that they are not invited to make representations about such a condition.

24. Mr Lawrance asked if there was any evidence that local agents were more likely to undertake condition checks than landlords and if there was any evidence of more complaints being made from the tenants of landlords who lived more than 200 miles away. Mrs Rivers accepted that there was not in relation to the first question and that there was evidence from local authorities but not tenants, of more complaints about distant landlords.

25. Mrs Rivers accepted that Mr Lawrance had been wrongly informed that the 200 mile condition was as a result of a RPT decision and that there had been a "blurring of the information". The tribunal asked Mrs Rivers about RSW's definition of "local" and "locally based" (see paragraphs 7 and 8 above), and she accepted that "It's not ideal, 200 miles is the absolute limit" and she indicated that RSW would welcome and take into account any feedback from the tribunal on this matter. The tribunal asked if it was RSW's view that a landlord living 190 miles from the property was living within a responsive distance but a landlord living 210 miles away was not and she answered that "going by the wording it's not." She also accepted that under the licensing conditions that in an emergency or when a landlord was on holiday or hospitalised, an unlicensed person can be appointed to manage the property for up to four weeks a year. She felt that it would be unreasonable to get an agent in for this length of time and pointed out that in these scenarios the licensee would be coming back. She accepted that under RSW's wording a "local" agent could be based 199 miles away but again said that RSW have to draw the line somewhere and that they would welcome the tribunal's views.

Closing submissions.

26. Mr Grigg submitted that there could be some flexibility around the 200 mile limit but there would have to be compelling extenuating circumstances to do so and there were none in this case since the approximately 284 miles distance that Mr Lawrance lives from his rental property is not close to the limit. He referred to RSW's discretion to impose such conditions as it sought fit under section 22 of the Act and that after consideration of the matter the 200 mile limit was arrived at. Perhaps the limit should be shorter but it certainly shouldn't be any longer. Mr Grigg submitted that in looking at the matter afresh we were looking at whether the 200 miles was reasonable and we can only interfere if that condition was unlawful in a public law sense, in other words is it a policy that no reasonable authority could come up with, is it Wednesbury unreasonable? He submitted that it was not.

27. Mr Lawrance, in addition to his written arguments, submitted that this rule change was based upon a previous tribunal decision and it was equally important that the rules should be well publicised so that landlords should be clear as to what was required when they applied. He submitted that he was better qualified than many agents to manage the property particularly in the light of his previous career, and that he should be allowed to do so and to travel and to stay overnight in Swansea if he wished to. He said that he would be happy to provide evidence of visits to the property.

Decision.

28. The tribunal considered the totality of the written and oral evidence. To deal firstly with Mr Grigg's submission that the tribunal could only interfere if the imposition of the 200 mile condition was unreasonable in accordance with the principle in *Associated Provincial Picture Houses Limited v Wednesbury Corporation* [1948] 1 K.B. 223 . We do not accept Mr Grigg's arguments on this point. In Wednesbury, there was no statutory mechanism to challenge the decision of the local authority and so the only way to do so was by seeking a declaration from the court. In this case, the Housing (Wales) Act 2014 at section 27 (2) (a) specifically allows an applicant to appeal to the tribunal against a decision of the licensing authority to grant a licence subject to a condition (other than the requirement to comply with any code of practice issued by the Welsh Ministers). Further the tribunal is empowered to confirm the decision of the licensing authority or, under section 27(5)(a) *"in the case of a decision to grant a licence subject to a condition, direct the authority to grant a licence on such terms as the tribunal considers appropriate."* The tribunal's statutory power is not ousted, fettered or denied by Mr Grigg's submission. Further, the tribunal is not charged with making a decision on the entire policies and conditions of RSW but with determining the appeal in this individual case and so it is not part of our function in hearing this appeal to make a decision about whether the 200 mile condition of itself is unreasonable and we do not do so.

29. The tribunal note that, contrary to Mr Grigg's oral submission (there was no written submission on Wednesbury reasonableness in RSW's skeleton argument) Mrs River's evidence was that the 200 mile condition was brought in following considerations after a previous tribunal case, and that she repeatedly said that she would welcome the tribunal's views on the matter.

30. Whilst we note the position of RSW and their concerns that the greater the distance the more time it takes to travel and the less likelihood there is of responsible management being undertaken at appropriate intervals, the obvious and major difficulty with this stance is RSW's own definition of local and locally based. The Collins English dictionary defines 'local' as *"(1) Characteristic of or associated with a particular locality or area, (2) of, concerned with, or relating to, a particular place or point in space."* As RSW are aware, there is a tension between the dictionary definition and their own definition. We note that a 'local authority' is the governing body of a county or district and whilst these can vary in size, a local authority area may be more helpful in considering what is truly local as the ordinary person and perhaps the dictionary would understand it. (Even this would throw up anomalies for people who live on the border of a particular local authority and for whom the nearest services and contractors could be situated in a neighbouring authority.)

31. RSW's own definition of local caused Mr Grigg numerous problems in his cross-examination of Mr Lawrance. It was implicit in his questioning that Mr Grigg was using the term 'local' in perhaps the dictionary sense when exploring what arrangements Mr Lawrance had made or could make for various contingencies together with response times, and it was clear that Mr Grigg envisaged the use

of contractors based in the Swansea or South Wales area, but the tribunal reminded Mr Grigg that on the basis of RSW's own policies and definitions, he would have to treat 'local' as being up to 200 miles away from the property. Thus, it would have been open on RSW's definition, for Mr Lawrance to have employed contractors in parts of west London (or indeed North Wales) to deal with problems in Swansea and this would have been acceptable and in accordance with RSW's guidance. On the basis of RSW's own approach, the tribunal considered that what we were essentially looking at was the difference in Mr Lawrance's ability to manage his property that arose from him being 84 miles or thereabouts further from the 200 mile limit. It was clear that if Mr Lawrance lived 199 miles away from his property that he would have been licensed.

32. We consider that a number of consequences flow from RSW's approach. It would arguably be unreasonable in our view if a landlord in West London at 199 or 200 miles away would be deemed local and licensable for a property in Swansea on grounds of distance and yet a similar landlord perhaps 201 or 205 miles away would not be. There are, as Mr Lawrance pointed out, very great variations in travel times according to route and time of journey as well as distance. The tribunal accept this. Anyone for example who might be minded to travel from, say central Bristol to Swansea at peak travel times on the Friday of a Bank Holiday weekend is likely to have a very lengthy journey, let alone someone travelling from London or Norwich.

33. RSW's own definition of local or locally based is problematic since, outside of the RSW definition, there would not be anybody, this tribunal included, who would describe for example parts of North Wales, the English Midlands or London to be 'local' to Swansea. They are not. The tribunal has sympathy with RSW and its wish for certainty in licence conditions as part of its overall goal of pushing up standards in the private rented accommodation sector in Wales. RSW has a difficult task and we accept that it has carefully and sincerely considered how to approach the question of licence conditions in the light of this tribunal's previous decision in Rooke and RSW in order to promote consistency and clarity for landlords, agents and tenants. It may well be that the answer for RSW is to keep for example a distance condition such as the 200 mile one as being the general position for the location of a licensee, but that they might require evidence of arrangements for maintenance, gas and electrical contractors who are based either geographically much closer to the subject properties in terms of both mileage and crucially, response times. Certainly, we consider that the current RSW definition of local and locally based is likely to continue to cause problems and to potentially undermine the aims of improving standards for tenants. This is a matter for RSW.

34. If RSW choose to continue with the 200 mile condition then we suggest that whilst this may be their routine and chosen condition as a starting point, that all applicants for a license should be informed that they have the right to make representations against this so that, exceptionally, RSW may examine whether they can be satisfied that notwithstanding a licensee's potential location at a distance in excess of 200 miles, that there remain appropriate arrangements to deal with all of the practical and emergency matters that may arise for tenants.

35. It is the tribunal's task to consider applications before it on a case-by-case basis, rather than to review and strike down entire policy decisions of RSW's as part of our function or jurisdiction. **In Mr Lawrance's case, we are satisfied that a licence should be granted to him without condition 5 (b).** We were impressed with his evidence and found him to be a truthful witness. We accept entirely his evidence that it is in his best interests to maintain his property as best he is able and to keep his tenants satisfied and happy. He told us that it is not a problem for him to undertake the lengthy journey from Norwich to Swansea, that he is prepared to do so at short notice if notified of any problem at his property and that in practical terms he can be there within a number of hours. He also told us that he does have arrangements with contractors based in the Swansea area in the event of emergencies. We noted Mr Lawrance's detailed inspection sheets, his past career in hospital maintenance, his personal skill sets, knowledge, willingness and ability to undertake a large number of maintenance tasks himself. Further, although we considered the valid concerns that Mrs Rivers raised about the problems arising from distant landlords, these were general concerns and there was no evidence that any difficulties had arisen in Mr Lawrance's case or that he would not be able to respond as he had told us.

36. The tribunal is satisfied therefore that Mr Lawrance is able to undertake letting and property management activities as described in sections 6 and 7 of the Act and likewise is able to manage the property in accordance with the requirements and the best practice standards in the Code of Practice of October 2015 notwithstanding his home base in Norwich, and we allow his appeal against condition 5 (b) of the licence.

37. Mr Lawrance told us that it was his practice and intention to visit his property for routine inspections approximately every 3 months. The tribunal has carefully considered whether we should impose a condition that he visits every 3 months and keeps a record of the same and informs RSW of such visits and records. On balance, and given our findings that Mr Lawrance is a credible witness and responsible landlord, in this particular case we do not consider that a formal condition is necessary. We are satisfied that Mr Lawrance will undertake those visits in any event. Whilst we do not impose any such condition we nevertheless recommend that Mr Lawrance keeps appropriate records of his visits and inspections so that he is able to demonstrate to RSW when requested, perhaps on his renewal application, that he has managed the property in the manner that he promised.

38. The tribunal do however note RSW's power to impose conditions and suggest that in future cases where there are distant landlords or contractors, that if there are exceptional cases where a licence is granted, that conditions are used and policed proactively in order to maintain the safety of tenants and high standards of property management in Wales.

39. Mr Lawrance was clearly concerned that as he saw it, it was unfair of RSW to have changed their policy and rules whilst his licence was under consideration without any prior publicity. Whilst it was unfortunate, given the timing of Mr Lawrance's application and the change in RSW's policy, that these matters

coincided, the tribunal is of the view, contrary to Mr Lawrance's opinion, that this is not the main question and it is not an issue for this tribunal. Therefore we do not consider this to be a relevant consideration in our decision-making process. It is inevitable when policies change that there will be some individuals whose applications are already being processed and who will feel that they are the victims of procedural unfairness. Whilst there may be force in such feelings, there remains a potential remedy in the right of appeal to the tribunal. There was evidence that RSW did notify Mr Lawrance of the proposal to include the 200 mile condition in his licence before it was issued to him.

40. For any future rule or policy changes, the tribunal recommend that RSW communicate these clearly with anybody whose application is in the pipeline. The tribunal was also concerned that RSW had told Mr Lawrance (see the email to him from RSW of 19th June 2018) and indeed the Minister for Housing and Regeneration in Welsh government, that the 200 mile rule was introduced as a result of a recommendation of this tribunal, when, as Mrs Rivers' acknowledged, this was not the case. It is essential that accurate information is given to all applicants and to the Welsh government in the future, including the right to appeal to this tribunal.

41. We therefore allow the appeal and order that condition 5 (b) is removed from Mr Lawrance's licence. We do not criticise RSW for seeking to promote certainty in the use of its conditions but we do recommend RSW further reflect upon how the 200 mile condition and the consequences flowing from it, operate in practice in the future and that any potential landlord of a property in Wales who lives more than 200 miles from that property is given the opportunity to make representations against that condition if they so wish rather than it being operated automatically.

DATED this 7th day of June 2019.

President