

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL

Reference: RPT/0017/10/24

In the Matter of: 1 Eaglesbush Close, Neath, SA11 2AL

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 Anthony Rees

RESPONDENT: Ferriers Sales and Lettings

TRIBUNAL: Tribunal Judge Kelly Byrne
Mr Hefin Lewis, Surveyor Member
Mr Dean Morris, Lay Member

PERSONS PRESENT: Mr Anthony Rees, supported by his sister Mrs Willett
Mr Philip Atyeo on behalf of the Respondent

DATE and VENUE: 5th December 2025 via Remote Hearing

DECISION

The Tribunal, for reasons set out within this decision, determines that the market rent payable for the property is £925 Per calendar month. This new rent is payable from 19th December 2024.

Background

1. The Tribunal received an application, dated 24th October 2024 from Anthony Rees ("the Applicant"), who is the tenant at 1 Eaglesbush Close, Neath, SA11 2AL ("the property"). The application was made under the Renting Homes (Wales) Act 2016 ("the Act") and The Renting Homes (Rent Determination) (Converted Contacts) (Wales) Regulations 2022 ("the 2022 Regulations"), in respect a notice served by Ferriers Sales and Lettings ("the Respondents"), to increase the rent at the property.
2. The property is owned by Mrs Bethan Atyeo and is managed by the Respondent.
3. The Applicant has been a tenant at the property since 19th March 2021, paying a monthly rental of £695.00. The Respondent served on the Applicant form RHW12, dated 24th September 2024, providing notice of a rental increase to £1,200 per calendar month, with effect from 19th December 2024.

4. The Applicant has appealed to the Tribunal and is seeking a determination from the Tribunal as to the market rent for the property.
5. This hearing is a re-hearing, after the original decision dated 13th February 2025, was quashed by the Upper Tribunal.

The Inspection

6. On 14th November 2025, the Tribunal panel undertook a site visit at the property, which is now vacant.
7. The Property is located within the south Wales town of Neath which provides for the usual amenities of shopping and recreational facilities, with good communication links via the A465 and M4 motorway.
8. The Property is situated within the Pencaerau residential area and is accessed off Primrose Road in a generally elevated location. Eaglesbush Close is a small cul-de-sac development of around 12 houses, constructed in the early 1990's and of varying style and type. Surrounding houses are of mixed age and type.
9. The Property is an end of link style 2 storey modern dwelling house of traditional cavity construction. The Property is set back from pavement level by a small driveway and front garden area. Construction is of face brickwork under a pitched tiled roof.
10. The former integral garage has been converted to provide additional living accommodation. To the rear is a conservatory addition constructed of a brick plinth, surmounted by UPVC glazed windows and with a shallow pitched polycarbonate roof over.
11. The accommodation is arranged over two floors and briefly comprises:

Ground Floor: porch, sitting room with access to conservatory, additional living room and kitchen.

First Floor: landing, 3 bedrooms, bathroom with w/c and shower over bath.

Outside: Gardens to front, side and rear. Off street parking area.

Services: All mains' services are connected including central heating from a wall mounted gas fired combination boiler.

12. At the time of inspection, black mould was observed in the property, mainly in the front two bedrooms.
13. The floor tiling in the bathroom was uneven in some areas, but the bathrooms appearance was generally fine.
14. There was evidence that some of the UPVC windows had blown on the ground floor of the property. It was also observed that there was a gap above the external double doors at the front of the property, where it appeared the door frame had dropped.
15. The facias at the front of the property showed signs of rotting and general wear and tear.

The Applicants' case

16. The Applicant relied on his statement with attached exhibit, dated 16th December 2024, and gave oral evidence to the Tribunal. The evidence has been considered in detail by the Tribunal and the below is intended as a summary only.
17. It is the Applicant's case that the rental increase at the property is too high considering the comparable evidence of similar properties within the locality and also taking into consideration the current condition of the property. It is his opinion that if the property were in good condition, the rental value would be £900 per calendar month; its current condition it's worth a rental amount of £800.
18. The Applicant described the defects to the property, which includes damp and mould, in particular in the front two bedrooms. He stated that in the bedroom which has a sky light, there is damp permeating through the walls due to external damage to the guttering and facias at the front of the property.
19. The Applicant explained that he couldn't heat the property, due to gaps in the downstairs patio door window frame. He further explained that there were defects with the tiles in the bathroom, which are a tripping hazard.
20. The Applicant highlighted to the Tribunal that there had been no Carbon Monoxide detector at the property, that there had not been one in place when he occupied the property. He advised that the current detector was fitted due to an Improvement Notice, under the Housing Act 2004, dated 15th January 2025, which was served by the Local Authority.
21. The Applicant referred the Tribunal to a Property Visit Reports prepared by the Respondents in respect of the property, dated 20th September 2023 [p.198] and 5th June 2024 [p.207], highlighting that the report states that a carbon Monoxide detector was not required.
22. The Applicant referred the Tribunal to a gas safety certificate dated February 2023 [p.253] to highlight that it states that the boiler funnel was not sealed. The Applicant further refers to an Environmental Health Inspection report dated 27th November 2024, which he states highlights the same defect.
23. The Applicant stated that he had contacted the Respondents to advise them of the defects, but the repairs were not being carried out. That the matter was referred to the Environmental Health department of the Local Authority, by the Applicant's support workers. This resulted in the Improvement Notice being issued.
24. The Applicant states that the Respondent gives an increase in house insurance for the property as a reason for the increase, which he states is an unfair reason.
25. The Applicant has provided screenshots from a Smart Air Quality Monitor which he purchased, he submits that this shows consistently low temperatures and poor air quality.
26. The Applicant provided comparable evidence of some of the rental properties that were available to rent within the Neath area at the time of the application. The Applicant took the Tribunal through this evidence during the hearing.

27. The Applicant states that due to the lack of Carbon Monoxide detectors within the property that under The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022, it is unfit for human habitation and therefore the rent should be nil.

Respondent's case

28. The Respondent was represented at the hearing by Mr Atyeo, who is the husband of Mrs Atyeo, the freehold owner of the property. The Respondents case is set out in a witness statement from Bethan Atyeo dated 26th November 2024, with Exhibits and in a witness statement from Philip Atyeo dated 12th February 2025.
29. It is the Respondents case that a Market Appraisal Guide was prepared before the RHW12 Notice was served on the Applicant, dated 19th September 2024 [p.58]. A further guide was produced on 5th November 2024 [p.68]. As a result of the appraisal process, the Respondents value the market rent as £1,200 per calendar month [p.80].
30. Mrs Atyeo states that since the Applicant moved into the property, the house insurance has doubled in price.
31. The Respondent has provided comparable evidence of rental properties available at the time of the application, within the Neath area.
32. It is the Respondent's case that when the property was let to the Applicant, that it was in a good state of repair. That the rent has not increased since 2021. That the Applicant would not allow people into the property to carry out repairs. This was disputed by the Applicant.
33. Mr Atyeo states that there was a carbon monoxide monitor at the property when the Applicant moved in. He stated that he had only recently visited the property, with his previous visit being in 2020. He advised that it needs to be cleaned up and painted.
34. Mr Atyeo advised that there has been £3,000 worth of repairs carried out to the property. That the Improvement Notice has been complied with.

The Law

35. 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.

36. 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

37. 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

38. 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

39. 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.

40. Section 91 of the Act states:

The Landlord's obligation: fitness for human habitation

s. 91(1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must ensure that the dwelling is fit for human habitation—

- (a) on the occupation date of the contract, and
- (b) for the duration of the contract.

(3) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

41. The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (“the Fitness Regulations”) provide:

Regulation 3 that:

“in determining whether a dwelling is fit for human habitation, regard must be had to the presence or occurrence, or the likely presence or occurrence of the matters and circumstance listed in the Schedule”

Regulation 5 provides that:

Smoke alarms and carbon monoxide alarms

(1) The landlord must ensure that, during each period of occupation, on each storey of the dwelling there is a smoke alarm which is—

- (a) in repair and proper working order,
- (b) connected to the dwelling's electrical supply, and
- (c) linked to every other smoke alarm in the dwelling which is connected to the electrical supply

(2) The landlord must ensure that, during each period of occupation, a carbon monoxide alarm which is in repair and proper working order is in each room of the dwelling which contains a gas appliance, an oil-fired combustion appliance or a solid fuel burning combustion appliance.

(3) A dwelling is to be treated as unfit for human habitation at a time when the landlord is not in compliance with a requirement imposed by paragraph (1) or (2).

(4) For the purposes of paragraph (3), a landlord who has not complied with—

- (a)paragraph (1) is to be treated as in compliance with that paragraph from the time the landlord ensures that a smoke alarm is (or smoke alarms are) present in the

dwelling as described in that paragraph;

(b)paragraph (2) is to be treated as in compliance with that paragraph from the time the landlord ensures that a carbon monoxide alarm is (or carbon monoxide alarms are) present in the dwelling as described in that paragraph

Regulation 7 provides:

Application to converted contracts

(1) This regulation applies in relation to a converted contract.

(2) In regulations 5(1) and 6(1), "period of occupation" means the period—
(a)starting with the day which is 12 months after the conversion date, and
(b)ending when the contract ends.

(3) In regulation 5(2), "period of occupation" means the period—
(a)starting with the conversion date, and
(b)ending when the contract ends.

42. The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022 ("the Supplementary Regulations"), which came into force on 1 December 2022, set out the supplementary provisions which are incorporated into all occupation contracts.

Regulation 11 of the Supplementary Regulations provides:

Periods when the dwelling is unfit for human habitation

43. The contract-holder is not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation.

Decision and Reasoning

44. It is the Applicants submission that there had been no Carbon Monoxide detector at the property and as such is it was unfit for human habitation under the Fitness Regulations and therefore the property has no rental value.

45. The Tribunal heard and read conflicting evidence in respect of whether a carbon monoxide detector was present at the property. It is not disputed that at the time of the hearing such a detector was in situ and was observed by the panel at the site inspection. It is noted that the site inspection was undertaken some considerable time after the relevant date of the 19th December 2024, due to this matter being a re-hearing.

46. Considering the evidence, the Tribunal find that the Improvement Notice dated 15th January 2025, is reliable, independent evidence of the condition of the property around the relevant date. This notice states that there was no carbon monoxide detector present at that time. On the balance of probabilities, the Tribunal finds that on the relevant date, being 19th December 2024, that no such detector was in situ.

47. 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.

48. 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

49. The Applicant's valuation evidence is contained in two parts within his statement which begins at page 182 of the bundle with the relevant paragraphs being 15 and 16.

50. Paragraph 15 refers to two properties which are advertised for let. The first property is located at Glen Road Neath SA11 3DS being a semi-detached 3-bedroom house with an asking rent of £875 pcm. The second comparable is a property located at Linden Close, Bryncoch, Neath, SA10 which comprises of a detached 3-bedroom dormer style house with an asking rent of £1275 pcm. The applicant confirmed that neither of these were confirmed rentals and that he had not seen a rental agreement for either property.

51. The second part of his valuation evidence is in the form of an email from Scott Cooling, housing officer for Neath County Council. This is contained under reference AR11 and begins on page 251 of the bundle. The email concludes 'the average rent came to £826 pcm'. No further details of how the evidence is appropriate were presented to the Tribunal.

52. The Respondent evidence is also in two parts beginning at page 14 of the bundle at paragraphs 10 to 19. The first part are marketing appraisals by 'Ferriers 'Sales and Letting agents' at BA5 and BA6. Of relevance are records of confirmed lettings as pages 64 and page 75 of the bundle. The exception is the bungalow (New Road, Neath), which was agreed as not being appropriate evidence,

53. The Tribunal was able to average the relevant rental evidence at £950 in respect of the September report (BA5) and (£918.75 in respect of the November report (BA6).

54. The second part of the Respondents t evidence was in the form of 6 comparable properties listed at BA8 to BA13 of the Respondents statement of case which begins at page 14 of the bundle:

BA8 is a 2-bedroom flat in London Road, Neath that is currently listed for rent at £695.00 per month.

BA9 is a 2-bedroom house in Priory Court, Bryncoch, Neath that is currently listed for rent at £795.00 per month.

BA10 is a 3-bedroom terraced house in Britton Ferry, Neath that is currently listed for rent at £925.00 per month.

BA11 is a 3-bedroom semi-detached house in Park Drive, Skewen, Neath that is currently listed for a rent of £1,200.00 per month.

BA12 is a 3-bedroom semi-detached house in Llandarcy, Neath that has recently been let for a rent of £1,200.00 per month.

BA13 is a three-bedroom semi-detached house in Linden Close, Bryncoch, Neath that is currently listed for a rent of £1,295.00 per month.

55. When questioned on the relevance of the comparables Mr. Atyeo explained that the evidence was representative of values in the general locality and that any difference in type, accommodation, style and location could be adjusted accordingly. He also confirmed that, apart from BA12, all rental evidence were asking prices rather than confirmed rents.

56. Having considered all the evidence carefully, the Tribunal is persuaded by the rental evidence presented by the Respondents' as these were confirmed rents of similar property in comparable locations. Accordingly, by adjusting the evidence where appropriate, the Tribunal conclude that the gross rental value of the property, before deductions, is fairly represented in the sum of £950 pcm.

57. Taking into account the representations made as to the condition of the property, we make the following adjustments:

Full Rental Value	£ 950
Deductions:	
Mould to living Room/window reveals	£10
Worn floor coverings	£5
Failed double glazing units	£5
External Maintenance	£5
RENTAL VALUE	<u>£ 25</u>
	£ 925 PCM

Dated this 29th day of January 2026



Tribunal Judge K Byrne