

**Y TRIBIWNYLS EIDDO PRESWYL  
RESIDENTIAL PROPERTY TRIBUNAL**

**Reference: RAC/0016/11/2025**

**In the matter of 23 Heol Tynton Llangeinor Bridgend CF32 8PP**

**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 Andrew Weeks  
**Lay member:** Mr Dean Morris

**Applicant:** Ms Deborah Thompson  
**Respondent:** Smart Lettings  
**Representative:** Ms Leigh Wood

**Date and Venue of Hearing:** 6 March 2026 Remote Hearing

**Decision**

**The Tribunal determines that the market rent payable for the property is £650.00 per calendar month. The new rent is payable from 17 November 2025.**

**Reasons**

**Background**

1. The Applicant, Ms Deborah Thompson, occupies the property known as 23 Heol Tynton Llangeinor Bridgend CF32 8PP. The Respondent landlord is Smart Lettings, Bridgend.
2. The Applicant entered into occupation of the property in around April 2010. *The Renting Homes (Wales) Act 2016* was implemented on 1 December 2022. As a result of this, the Applicant's statutory periodic tenancy was automatically converted to a periodic standard contract.

**The Application**

3. On 3 September 2025, the Respondent served a Notice of Variation of Rent in Form RHW 12 [page 11 hearing bundle] pursuant to *section 123 Renting Homes (Wales) Act 2016*. This proposed a rent of £850 per calendar month from 17 November 2025 to replace the existing rent of £650 per calendar month.
4. On 5 November 2025, the Applicant made an application for determination of the rent to the Tribunal in accordance with *section 3 The Renting Homes (Rent Determination)(Converted Contracts) (Wales) Regulations 2022*.

5. On 13 November 2025, the Tribunal issued directions. Both parties have submitted written evidence in accordance with these directions.
6. The Respondent landlord relies on the statement of Mr Tovey; Director Smart Lettings dated 13 December 2025 and two comparable properties [page 46 to 58 hearing bundle].
7. The Applicant relies on her statement in an email dated 6 January 2026 [page 59-60 hearing bundle]. In this statement the Applicant relies on the poor state of repair of the property, the inspection of the property by an Environmental Health Officer from the local authority on 30 April 2025 and the subsequent informal Improvement Notice dated 15 May 2025. With respect to the comparables relied on by the Respondent the Applicant submits that these are not similar. This is because of the poor repair; small, dated kitchen; and small third bedroom at the subject property.
8. The Tribunal members all inspected the property on the morning of 6 March 2026 with the determination then taking place following a remote hearing attended by both parties on the afternoon of 6 March 2026.

## **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 6 March 2026. The Applicant and Ms Wood on behalf of the Respondent were both in attendance.
12. The property comprises a semi-detached 3-bedroom house. The building is of traditional masonry or brick construction finished in render to the exterior elevations beneath a pitched roof of slate tiles. Windows are uPVC-framed double-glazed casements. The property is set on a plot set into the side of a hill with a steep rear garden with steps leading down to the rear of the property, from where there is side access around the property to the front. The front of the property features a patio area of concrete block construction.
13. Internally the ground floor of the property provides a living room, dining room and kitchen. The stairs lead from the rear of the lounge to the first floor which provides two double bedrooms, one single bedroom and a family bathroom. Heating and hot water are provided by way of a gas-fired combination boiler mounted in the bathroom cupboard, with secondary heating by way of a log-burning stove mounted on a slate hearth in the living room.
14. The general decorative condition of the property is poor, with floor coverings in need of replacement throughout (aside from two of the bedrooms), walls and ceilings requiring redecoration. The bathroom is fully tiled, but the fitted bath

panel is broken and requires replacement. The carpet here is worn and requires replacement. The kitchen is basic, but functional, with tiled floor, laminate worktops with tiled splashbacks, fitted base and wall units and a stainless steel sink with drainer. There is considerable damp affecting the interior walls of the property, mainly at the NE end of the house, in the kitchen and dining room. Plaster is exposed in the kitchen to the side wall, around the back door, and there is significant black mould condensation to the rear wall of the kitchen behind the base units.

15. The patio slabs to the front of the property are cracked through in a number of places and unlevel. There are clear signs of structural movement here, with the front retaining wall buckling. Render and concrete blocks have dislodged on to the grass below. Boundary fences are damaged and in need of repair.
16. The schedule of deficiencies attached to the Informal Improvement Notice dated 15 May 2025 is at page 98 of the hearing bundle. The remedial action schedule attached to the survey report commissioned by the respondent is at page 91 of the hearing bundle.
17. We noted a number of items identified in the Informal Improvement Notice and the Structural Condition Report which remain outstanding, these are:
  - (a) Item 1: Installation of extract ventilation in kitchen and bathroom.
  - (b) Item 2: Works to investigate and remedy damp in the kitchen walls.
  - (c) Item 3: Works to investigate and remedy damp in the area behind the kitchen sink and drainer.
  - (d) Item 5: Installation of heat sensor to the kitchen
  - (e) Item 6: Works to ensure the balcony, patio and supporting walls are left in a structurally sound condition.

### **The Hearing**

18. The Applicant, and Ms Wood on behalf of the Respondent, 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. In addition, members of the Tribunal asked the Applicant about the repairs at the property and the comparable rental properties relied on by the Respondent. Members of the Tribunal also asked Ms Wood questions about the repairs at the property and the comparable rental properties relied on by the Respondent. Both parties were also given the opportunity to ask questions and make representations.

### **Deliberations**

19. 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*.

20. The Tribunal has considered the notice dated 3 September 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*.
21. 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*.
22. 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 £900 to £1,200 per calendar month.
23. We considered the two comparables provided by the landlord. However, with the Respondent acknowledging that the Hazel Mead property with an asking rent of £1,200 per calendar month is not truly comparable, that leaves one useful comparable, 31 Llwynffynon. This property is in very close proximity, and we were able to view it from the street immediately following the inspection. This property was described as being newly refurbished and was rented at £900 per calendar month.
24. In drawing comparison, the Respondent highlighted that 31 Llwynffynon is smaller than the subject property, which according to the respective EPCs it is, by 11 sqm. However, we note that the comparable has advantages over the subject property, of being of modern construction, appearing in significantly better condition internally, having superior (step-free) access, and having off-street driveway car parking. As such it is considered to command a higher rental value.
25. We also conducted our own research using Rightmove Plus, searching for 3-bedroom properties within a 1 mile radius. The search drew only a small number of results but included one at Highfield Avenue, Litchard, Bridgend, CF31 1QR. This property appeared to be of a basic rental standard and with a dated kitchen, but in generally superior condition and also having the benefit of a driveway and garage. This property was marketed to rent for £800 per calendar month and was marked as Let Agreed in February 2025.
26. On balance it is considered that the comparable evidence, points to a Market Rent for the subject property, assuming it is in good condition and presentable to the open market, in the region of £750 per calendar month. Our reason for drawing this conclusion is that access to the subject property is poor and only achievable via steps to either the front or rear and useability of the outside space is compromised. Although it has the benefit of relatively good size accommodation, at 84 sqm. it is not considered overly generous. It is notable that it is still smaller than the 93 sqm. minimum size requirement of modern Welsh Design Quality Requirements 2021 for a new build 5-person/3-bedroom home in the affordable sector.

27. The issues at the property are significant, most notably the damp and the structural integrity of the patio. In our opinion these issues would put off most prospective tenants and may prevent the property from being lettable at all in its current condition. The evidence from the Respondent was that some of the repair works were agreed and should be completed shortly. These included the installation of extract ventilation in the kitchen and bathroom and the installation of a heat sensor to the kitchen. However, the damp issues and the works regarding the structural integrity of the patio, balcony and supporting walls were more substantial, in dispute and would require further consideration by the landlord.
28. While the comparable at 31 Llwynffynon provided by the respondent is useful, their position that the subject property would only command £50 per calendar month less in its current condition is considered entirely unrealistic. If the subject property were in good condition it would still command less than £900 per calendar month for the aforementioned reasons, and a further, significant discount would be required to reflect current condition, if indeed the subject property could be let at all.
29. On balance we therefore consider the current Market Rent reflecting the property's current condition is no higher than the £650 per calendar month currently being paid by the tenant. In these circumstances, the Tribunal was of the view that the open market rent for the property was £650.00 per calendar month.
30. Accordingly, the Tribunal determines the appropriate rental level to be £650.00 per calendar month commencing on 17 November 2025.

Dated this 24<sup>th</sup> day of March 2026

TE Richards-Clarke  
Tribunal Judge