

**Y TRIBIWNYLS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
RENT ASSESSMENT COMMITTEE**

Reference: RAC/0020/12/25x

Property: 14 Meredith Road, Cardiff, CF24 2SX

Applicant : Mrs Aliesha O'Sullivan

Respondent: Mr Paul Finn (Landlord)

Committee: Tribunal Judge Caroline Hunter (Legal Chair)
Mr Andrew Weeks MRICS (Surveyor Member)
Ms Carole Thomas (Tribunal Member)

Decision of the Rent Assessment Committee

**The Committee determines that the market rent payable for the property is £920.
The new rent is payable from 1 February 2026.**

Reasons for the decision

Background

1. The Applicant, Mrs Aliesha O'Sullivan, occupies the property known as 14 Meredith Road, Cardiff, CF24 2SX 23 (the property'), with her husband, Mr Neil O'Sullivan and their three children. The Respondent landlord is Mr Paul Finn.
2. The Applicant's tenancy originally began in September 2011. The Renting Homes (Wales) Act 2016 was implemented on 1 December 2022. As a result of this, the Applicant's tenancy was automatically converted to a periodic standard contract.
3. On 25 November 2025 the Respondent served a Notice of Variation of Rent in Form RHW 12 pursuant to Renting Homes (Wales) Act 2016, s.123. This proposed a rent of £1000 per calendar month from 1 February 2026 to replace the existing rent of £600 per calendar month.
4. On 18 December 2025, the Applicant made an application for a determination of the rent to the Tribunal in accordance with the Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022, reg.3. On 22 December 2025, the Tribunal issued directions, that included an inspection of the property. Neither party sought a hearing for the matter, but both submitted written evidence in accordance with the directions.

The evidence from the parties

5. The Respondent presented five comparable rents provided by Matthew Shipley a letting valuer employed by Peter Alan, Llanishen. His view was that 'Market

value would place the property at £1300 PCM' (email of 29 October, 2025). In the Respondent's statement he concludes:

Based on this evidence, I set the proposed rent at £1,000, which is still significantly below the indicated market range.

6. The Applicant firstly points to the condition and disrepair in the property. She outlines in her statement a 12 year on-going problem with the main toilet that was only resolved in 2024. In September 2024 Cardiff Council issued an 'informal improvement notice' to the Respondent setting out a range hazards under the Housing Act 2004. A range of issues over the years of the tenancy are set-out in the Applicant's statement.
7. Works were undertaken, primarily to deal with the plumbing, in 2024. Throughout the necessary works she and the family remained in situ. Both parties refer to a civil claim between them. This was settled in November 2025 with an agreement that the Respondent would pay the Applicant a total of £14,500.
8. The Respondent states that he complied with the notice from Cardiff Council and the works were inspected and signed off as satisfactory in February 2025. He did not provide direct evidence of this.
9. Despite the works, the Applicant's case is that the property is still in disrepair. In particular she asserts:
 - a. There is persistent damp and mould. This is evidence through report by Prokil dated 22 December 2025.
 - b. Diminution of value. 'The property has lacked "peaceful enjoyment" for ever a decade. A market of £1,000 is intended for a property in "good and tenantable repair," which this property has not yet reached.'
10. Further the Applicant states that the 'proposed rent is retaliatory and unreasonable'. She cites the five reasons for this:
 - It followed environmental health involvement, legal action and compensation
 - Disrepair remains
 - Works are still ongoing
 - Eviction threats preceded the increase (an eviction notice was sent but subsequently revoked)
 - The increase would effectively recover the compensation paid.

The Inspection

11. An inspection of the property was carried out by Tribunal on the morning of 15 April 2026. The Applicant and her husband were present. The Respondent did not attend.

Description

12. The property comprises a 3-bedroom, end-terrace, 2-storey house in the suburb of Tremorfa.

13. The area is characterised by c.1940s estate housing, including a high proportion of local authority housing, with several properties on Meredith Road in Cardiff Council's ownership. It lies north of an industrial area which includes the steel works on Seawall Road/Rover Way. There are good local amenities within walking distance including Baden Powell primary school, Willows High School, Splott Park, a GP surgery and the STAR Hub Leisure Centre.
14. The building is typical of the surrounding area, being of traditional brick construction finished in rough-cast render beneath a pitched roof of slate tiles with timber soffits and fascias.
15. Externally it features a driveway to the front and a private rear garden with side gate access. An alley runs to the side and rear, although this has been gated off and has become overgrown.
16. Internally the ground floor of the house provides a living room, dining room with patio doors out to the rear garden, and a kitchen within a single-storey rear projection with side garden door. The first floor provides two double bedrooms, one single bedroom and a family bathroom.
17. The kitchen and the bathroom especially are small, with the bathroom being accessed via a PVC concertina door.
18. According to the Energy Performance certificate the property has a floor area of 90 sq m and an EPC rating of D.

Condition

19. The property is generally in fair condition but with areas of poor condition and a number of defects and areas of poor quality finish.
20. There were visible signs of black mould condensation around windows and door frames throughout the property, as well as small spots to the ceiling of the master bedroom. There were also indications that other areas had been cleaned of damp, which was confirmed by the tenant, notably to the internal face of the side wall facing the staircase. Cracks and patches to the external render support the findings of the Prokil report that the render is likely failing.
21. Other issues observed during the inspection include (this list is not exhaustive):
 - Sagging plasterboard ceiling and dislodged Artex in the back bedroom
 - Uneven floors and damaged floor coverings
 - Kitchen oven and plinth loose
 - No carbon monoxide detector in the kitchen
 - Stiff door lock mechanism to the front door
 - Stiff window catches to the lounge and front bedroom
 - No safety restrictors to first floor windows
 - Bare plaster to dining room walls
 - Cracks to render

- Rotted soffits
- Poor drainage arrangement to rear
- No trickle vents to windows
- Blown seals to ground floor side window
- Damaged boundary fences

22. We also noted that improvement works appear to have been undertaken by the landlord recently including repointing of the brickwork and rectifying of air bricks. The kitchen is modern and of reasonably good quality although installation of the oven unit needs to be addressed.

The Law

23. 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.

24. The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022, regulations (4) – (6) provide 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.

Committee's Assessment of Rent

25. 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 the Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022, reg. 3.
26. The Tribunal has considered the notice dated 15 November 2025. The validity of this notice is not in dispute, and the Tribunal is satisfied that the notice complies with the requirements of Renting Homes (Wales) Act 2016, s.123.
27. 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 the Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022, reg. 6.
28. From the law the only issue that is relevant is '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'. This of course requires the Tribunal to consider the current (dis)repair of the property. However, the Tribunal cannot consider the claim of 'diminution of value' made by the Applicant because of previous despair since dealt with. Nor is the settlement relevant. The law does not recognise any element of 'retaliatory' action in issuing a rent notice.
29. Turning to our assessment of the rent. We have reviewed the comparables put forward by the landlord. We have also reviewed rental comparables using Rightmove+ for the period 1 December 2025 to the date of inspection of 3-bedroom properties within a 0.5 mile radius. The comparables indicate a range of £1,100 pcm - £1,650 pcm. The landlord's comparables and two other comparables found by the Tribunal on Mervyn Road (which adjoins Meredith Road) marketed to let at £1,200 pcm and

£1,450 pcm were particularly useful in supporting the opinion that the property in good condition could achieve a rent in the order of £1,300 pcm.

30. However, as noted above the property is not currently in good condition, although it is evident that some works have been recently carried out by the landlord and the tenant has been actively maintaining the property and the decorative order, and this will impact its rental value.
31. The rent of £600 pcm being paid by the tenant is considered far below the current Market Rent, as demonstrated by the comparable evidence, and even considering the current condition of the property this is considered too low, being roughly the rental value of a single bedroom in a shared House of Multiple Occupation (HMO) in Cardiff in the current market.
32. The rent of £1,000 pcm demanded by the landlord is discounted from the 'full' rental value of £1,300 pcm but a substantial discount is considered necessary in general terms to reflect the overall condition of the property as inspected; however, two significant issues of (1) recurring damp and black mould, likely caused by render failure; and (2) the potential collapsing ceiling have not yet been addressed, and it is considered that further discount is required to reflect these outstanding issues, which the landlord has acknowledged, and which would be particularly off-putting to prospective tenants.
33. We have made an allowance of £15,000 of capital expenditure to address these two particular issues; rentalising this amount at a gross yield of 6.50% gives £975 per annum or £81.25 pcm (say £80 pcm), which we feel is an appropriate further deduction from the landlord's position to give a current market rental value of £920 pcm. Our yield selection is supported by capital values of similar properties in the local area.
34. On balance, and following discussion, we consider that the current rental value is closer to the landlord's request of £1,000 than it is to the passing rent of £600, and that the approach above supports our view that the current rent should be £920 pcm.

Dated this 21st day of April 2026

Tribunal Judge
Caroline Hunter (**Chair**)