

**Y TRIBIWNYLS EIDDO PRESWYL**  
**RESIDENTIAL PROPERTY TRIBUNAL**

**Reference:** RAC/0021/12/25

**In the matter of** Chapel House, Llangenny, NP8 1HD

**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 T Richards-Clarke

**Surveyor member:** Mr A Lewis BSc FRICS

**Lay member:** Dr A Ash

**Applicant:** Ms Shirley Stewart-Jones

**Respondent:** Mr Nigel Vaughan

**Date and Venue of Hearing:** 7 May 2026

Inspection and determination on the papers.

**DECISION**

**The Tribunal determines that the market rent payable for the property is £700 per calendar month. The new rent is payable from 1 April 2026.**

**REASONS**

**Background**

1. The Applicant, Mrs Shirley Stewart-Jones occupies the property known as Chapel House, Llangenny, NP8 1HD. The Respondent landlord is Mr Nigel Vaughan.
2. The Applicant entered into occupation of the property in or around November 2017. 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 written statement of the occupation contract made under the Renting Homes (Wales) Act 2016 has been provided to the Applicant and acknowledged as received on 1 April 2025 [31].

## The Application

3. On 1 November 2025, the Respondent served a Notice of Variation of Rent in Form RHW 12 pursuant to section 123 of the Renting Homes (Wales) Act 2016 [12-13]. This proposed a rent of £800 per calendar month from 1 April 2026 to replace the existing rent of £650 per calendar month. The new proposed rent is exclusive of gas, electricity, and water bills.
4. The Applicant has 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. The documentation before the Tribunal was the hearing bundle running to 70 pages [70]. On 22 December 2025, the Tribunal issued directions [16]. Both parties have submitted written evidence in accordance with these directions.
6. The Applicant tenant relies on her statement dated 12 December 2025 [14] and her statement dated 23 January 2026 [41], together with documents included in a Rebuttal to the Respondent's evidence [46-70]. The Applicant tenant submits that:
  - (a) The property is let unfurnished and she has supplied all the white goods.
  - (b) The landlord has not carried out any improvements or redecoration.
  - (c) Disrepair issues at the property have not been remedied effectively because there is significant damp at the property.
  - (d) There is a lack of access to the garden as it is practically vertical.
  - (e) The proposed rent increase does not reflect market rent in the area for comparable properties.
7. The Applicant tenant further relies on a valuation report prepared on her behalf by a quantitative analyst which recommends a fair market rent for the property in the range of £525 to £575 per calendar month [50]. The comparable rental evidence relied on is for seven properties ranging from £700 to £1,300 per calendar month [52-53]. The Applicant submits that because of damp, mould, and disrepair; EPC E and poor thermal comfort; oil heating and oil tank nuisance; draughts and a hole in the back door, the property is materially below the standard of the comparable properties. Therefore, the following adjustments are to be made to the proposed rent of £800 per calendar month.

<u>Issue</u>	<u>% Adjustment</u>
Damp/Mould/Disrepair	20%
EPC E/Poor thermal comfort	5%
Oil heating and nuisance	5%
Back door hole and draughts	2%
Remote village/limited public transport	2%
Total deductions:	35%
<u>Adjusted rent estimate:</u>	<u>£800 X 0.65 = £520 pcm</u>

8. The Respondent landlord relies on his statement dated 27 January 2026 [18]. The Respondent submits that any issues with the property have been dealt with promptly once reported, the damage caused by the flooding of the nearby storm drain gully in November 2020 was remedied, no issues of damp were reported between 2017 and 2022, the damp issue under the stairwell was addressed in 2023, and in 2024 he arranged for the property to be inspected by a damp engineer. The Respondent also relies on comparable local rent prices obtained from a local estate agent covering local lettings from October 2024 to January 2026. This is for 12 properties in the local area ranging from £1,000 to £2,100 per calendar month [26-30]. Further, the Respondent relies on his own property searches of 18 properties in a wider search area ranging from £525 per calendar month to £1,500 per calendar month [20-25]. Based on these searches and taking into account the age, type, and location of the property the Respondent submits that his request to raise the rent to £800 per calendar month is fair.
9. All members of the Tribunal inspected the property on the morning of 7 May 2026 the determination then took place on the papers.

## **The Legal Framework**

10. *The Renting Homes (Wales) Act 2016* provide 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.*

11. *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**

12. The inspection of the property was undertaken during the morning of 7 May 2026 when the Applicant was in attendance, along with all members of the Tribunal.
13. The property is a detached converted chapel, with a kitchen and living room on the ground floor and three bedrooms and a bathroom on the first floor. The property is built into a bank at the rear. Externally there is a back garden which is on a slope and a lean-to and small patio area at the side of the property. At the side of the property the porch is shared with the next-door property. The property is located in the village of Llangenny around 2 miles from Crickhowell and access to the A40.
14. The property has oil central heating; mains electricity and water; and sewage is by way of a cesspit with the annual charge shared between four properties. Overall, the property is in poor decorative condition, and damp was noted around the upstairs chimney breast on the first-floor landing. However, the Tribunal did not find there to be significant damp issues at the property. There were no fitted kitchen units, and the kitchen and bathroom are dated and would benefit from updating. The property does not have an allocated parking space and relies on

street parking outside the property. The Tribunal considered that the steep nature of the rear garden may also deter some prospective tenants.

## **Deliberations**

15. 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 of The Renting Homes (Rent Determination (Converted Contracts) (Wales) Regulations 2022.
16. The Tribunal has considered the notice dated 1 November 2025. The validity of this is not in dispute and the Tribunal is satisfied that it complies with the requirements of section 123(1) (2) (3) of the Renting Homes (Wales) Act 2016.
17. Therefore, the Tribunal is to determine the rent which 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 having regard to regulation 6 of The Renting Homes (Rent Determination (Converted Contracts) (Wales) Regulations 2022.
18. The Tribunal had regard to the submissions made by the parties together with the comparable rented properties provided by both the Applicant and Respondent. The Tribunal noted that these include properties which have very recently been refurbished with new kitchens and bathrooms. The Tribunal also considered the availability of comparable rented properties and the current market conditions for rented properties in the local area.
19. In this context the Tribunal considered that, were the property to be refurbished to a good decorative standard with a new fitted kitchen and a new bathroom, then the rent which the property might reasonably be expected to be let in the open market would be in the region of £1000 per calendar month. However, this would require repair works to address the damp around the chimney breast on the first floor, redecoration and the installation of new kitchen and bathroom fittings. Therefore, together with the Tribunal's own expert and general knowledge of rental values in the area, the Tribunal considers that the open market rental value for the subject property in its current condition to be £700 per calendar month. In reaching this figure the Tribunal made adjustments for condition, parking, garden, heating, redecoration or refurbishment, damp around the chimney breast and the poor standard of the bathroom and the kitchen.
20. Accordingly, the Tribunal determined 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 to be £700 per calendar month commencing on 1 April 2026.

Dated this 12<sup>th</sup> day of May 2026

*TE Richards-Clarke*

Tribunal Judge