



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference	:	HAV/40UB/MNR/2025/0703
Property	:	3 & 3A Bere Lane, Glastonbury, Somerset, BA6 8BD
Applicant Tenants	:	Stewart Wardell & Maria Wardell
Representative	:	None
Respondent Landlord	:	Long Lettings 9 Ltd
Representative	:	Audley Management
Type of Application	:	Determination of a Market Rent Sections 13 & 14 Housing Act 1988
Tribunal Members	:	Regional Surveyor J Coupe FRICS Mr J Reichel MRICS
Date of Decision	:	12 August 2025

REASONS

Decision of the Tribunal

On 12 August 2025 the Tribunal determined a Market Rent of £2,060.00 per month to take effect from 31 May 2025.

Background

1. By way of an application received by the Tribunal on 27 May 2025 the tenants of 3 & 3A Bere Lane, Glastonbury, Somerset, BA6 8BD (hereinafter referred to as “the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent landlord of the property under Section 13 of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 29 April 2025, proposed a new rent of £2,700 per month in lieu of a passing rent of £797 per month, to take effect from 31 May 2025.
3. The property was initially let to the tenants by way of an Assured Shorthold Tenancy agreement commencing 31 March 2017 and ending on 31 March 2018. The tenancy continued on a monthly basis thereafter. A copy of the tenancy agreement was provided.
4. The property was subsequently sold and the new landlord, being the Respondent in this matter, issued the tenants with a proposed new Assured Shorthold Tenancy agreement tenancy for an initial fixed term of one year commencing on 31 March 2025 at an increased rent of £2,700 per month. The tenants neither accepted nor signed the proposed tenancy agreement. A copy was provided.
5. On 4 June 2025 the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within 7 days. Additionally, the parties were notified that the Tribunal intended inspecting the property on a date to be confirmed.
6. The Directions required the landlord and tenant to submit their completed statements to the Tribunal by 18 June 2025 and 2 July 2025 respectively, with copies to be sent to the other party. The tenants complied with the directions and submitted their statement within time.
7. On 9 July 2025 the landlord’s representative emailed the Tribunal requesting a five-day extension to submit additional comparable rental evidence. Attached to the email were several documents upon which the Respondent sought to rely, including a copy of the tenancy agreement and the Respondent’s Rent Appeal Statement.
8. On 10 July 2025, and pursuant to Rule 6(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, Regional Surveyor Coupe granted the Respondent permission to rely on the late submissions, primarily on the grounds that they included an acknowledgement of inaccuracies in a valuation report provided to the tenants and which formed part of the tenants’ submissions. This admission assisted the

Tribunal by resolving three disputed facts concerning the property. The application for an additional five-day extension of time was refused.

9. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

Law

10. In accordance with the terms of Section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy.
11. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenants' improvements and any decrease in value due to the tenants' failure to comply with any terms of the tenancy.

The Inspection

12. The Tribunal inspected the property at 10:00am on Thursday 10 July 2025. The tenants, Mr and Mrs Wardell were present. Neither the Respondent nor their representative attended. Weather conditions at the time of the inspection were dry and bright.

The Property

13. The property is a semi-detached house with annex, built of brick elevations, part rendered, under a pitched roof clad in tiles. The property is situated adjacent the A39 main through road and in close proximity to a road junction.
14. The accommodation is laid out as two separate houses, albeit used as one interconnected dwelling. The main house comprises a kitchen, cloakroom with WC, living room, dining room and snug room on the ground floor, and three bedrooms and a bathroom on the first floor. The annex accommodation comprises a kitchen, living room and cloakroom/WC at ground level; a double bedroom and a single bedroom on the first floor, and an attic room. Windows are double glazed and partial heating is provided by several electric heaters. Outside, there is a small garden and off-road parking for three vehicles at the front, and a larger garden to the rear.
15. With the exception of a washing machine situated in the inner hallway, and a fridge in the annex, the white goods and carpets are provided by the landlord (or previous landlord).
16. The Tribunal observed ground level dampness in the cloakroom of the main house and condensation dampness, black spot mould and flaking paintwork in several rooms. Additionally, the bathrooms in both properties were observed to be dated and in need of modernisation, and

similarly the kitchen fittings in the annex.

17. The Tribunal notes that the property was significantly congested with the tenants' possessions, including numerous boxes stacked to a considerable height. The Tribunal further finds that the volume of contents materially restricted ventilation in some parts of the property.
18. The property is conveniently situated for local facilities and public transport.

Submissions

19. The parties' submissions, excluding consideration of personal circumstances - which are to be disregarded in setting a market rent under the Act - can be summarised as follows.
20. The tenants accept the accommodation as described at paragraph 14 but assert that the single bedroom is small. They raise concerns regarding the absence of gas central heating, the inefficiency and age of the landlords' electric heaters, and the associated running costs.
21. The tenants report rising damp, mould and an alleged failure by the landlord to take remedial action. Additional complaints include defective bathroom fittings, no kitchen plumbing for a washing machine and the absence of a secure front door.
22. The tenants state that neither the previous nor current landlord has carried out improvements or redecoration during their eight-year tenancy. Instead, the tenants have undertaken redecoration, installed shelving and replaced the annex bathroom flooring at their own expense.
23. The tenants assert that the property's proximity to a main freight route results in persistent noise and vibrations, deterring them from opening windows. They further claim that increased crime rates and anti-social behaviour in the area contribute to a sense of insecurity, also discouraging window ventilation. Additionally, they note the absence of a railway station.
24. The tenants propose a reduction in the new rent to £1,700 per month, citing a larger comparable property in Nailsea, near Bristol, advertised at an asking price of £2,500 per month. They note that the comparable benefits from gas central heating, a double garage, and proximity to a railway station.
25. The landlord also accepts the accommodation as described at paragraph 14 and that the property has electric heating and double glazing, and that some white goods are provided by the tenants. The landlord refers to the installation of a new boiler as an improvement.
26. The landlord alleges that the tenants have refused access to contractors for remedial works and claims, based on advice from a surveyor, that the surface mould is attributable to the tenants' lifestyle. No copy of the surveyor's report has been provided.

27. The landlord provides a Best Price Guide of comparable properties, advertised for sale between 7 August 2024 and 7 November 2024, at asking prices of £435,000 to £585,000.
28. The landlord relies on a 'Desktop Estate Agent Appraisal' of the property dated 7 November 2024, prepared by Neil Kite of Tor Estates (Spicer Hart), – copy provided – which values the property at a monthly rental figure of £2,700. The report states that the property has gas central heating, three bathrooms and a garage.
29. On 9 July 2025 the landlord's representative acknowledged, by email, that Tor Estates's report contained inaccuracies, and confirmed that the property does not have gas central heating, three bathrooms or a garage. However, they attach an undated letter from Tor Estates stating that, despite these "*few errors*", they consider the property would "*likely achieve circa £2,700 pcm*".
30. The landlord contends that the tenant's comparable is not relevant, as it is located fifty five minutes from the subject.

Determination

31. The Tribunal determines a market rent for a property by reference to rental values generally and, in particular, to the rental values for comparable properties in the locality. The Tribunal has no regard to the current rent and the period of time which that rent has been charged, nor does it take into account the percentage increase which the proposed rent represents to the passing rent. In addition, the legislation makes it clear that the Tribunal is unable to account for the personal circumstances of either the landlord or the tenant.
32. The date at which the Tribunal assesses the rent is the effective date contained within the landlord's Notice which, in this instance, is the 31 May 2025. The Tribunal disregards any improvements made by the tenant but has regard to the impact on rental value of disrepair which is not due to a failure of the tenant to comply with the terms of the tenancy.
33. The Tribunal has carefully considered all the submissions before it, alongside its findings from the inspection.
34. In the first instance, the Tribunal determined what rent the landlord could reasonably be expected to obtain for the property in the open market, if it were let on the effective date and in the condition that is considered usual for such a market letting.
35. The tenants rely on a single comparable located in Nailsea, approximately 35 miles from the subject property. Given the Tribunal's experience that rental values are highly localised, limited weight is attributed to this evidence. The landlord submits five properties advertised for sale; however, sales particulars are not relevant to assessing open market rental value. The landlord also relies on a marketing appraisal by Tor Estates, initially valuing the property at £2,700 per month. This valuation was based on a property with gas central heating, an additional bedroom and a garage. An undated addendum to the report asserts the same value despite the absence of these features. The Tribunal has two concerns: (i) the

appraisal was a desk-based marketing valuation, lacking inspection and aimed at securing instruction; and (ii) the Tribunal disagrees that the absence of key amenities has no material impact on rental value. Accordingly, no weight is placed on the evidence from Tor Estates.

36. In the absence of any reliable market evidence from either party, the Tribunal, using its expert knowledge as a specialist Tribunal determines that the open market rent for the property, in good tenantable condition, is £2,400 per month. This figure reflects the property's location adjacent a busy through road and close to a road junction, but with a large rear garden overlooking a park.
37. Once the hypothetical rent was established it was necessary for the Tribunal to determine whether the property meets the standard of accommodation, repair and amenity of a typical modern letting.
38. The Tribunal finds that the property requires general maintenance and modernisation. However, it does consider that the tenants' lifestyle is likely to have contributed to the presence of condensation mould. The Tribunal further finds that while the two bathrooms and main kitchen are functional, they are basic and fall below current market expectations. Further deductions are warranted to reflect the partial electric heating, the tenant's provision of certain white goods, the lack of curtains provided by the landlord, and an overall want of minor repair.
39. The Tribunal notes that the tenants provided no evidence of having notified either the current or previous landlord of the disrepair, instead suggesting that contractors should have reported it. Conversely, while the landlord asserts a willingness to carry out repairs, claiming access has been repeatedly denied, no supporting evidence is provided. The Tribunal has therefore reflected both positions in the deductions made.
40. The Tribunal does not consider the replacement of the boiler as a landlord's improvement.
41. In weighing all of the written evidence, alongside the findings of our inspection, the Tribunal arrived at a deduction in open market rent of 14%.
42. Accordingly, the Tribunal finds the adjusted open market rent to be £2,064 per month, rounded to £2,060 per month.
43. The tenant made no submissions within the written evidence provided to the Tribunal in regard to delaying the effective date of the revised rent on the ground of undue hardship under section 14(7) of the Act. Oral submissions made during the inspections were disregarded. Accordingly, the rent of **£2,060 per month will take effect from 31 May 2025**, that being the date stipulated within the landlord's notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.