



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

<b>Case reference</b>	:	HAV/00HC/MNR/2025/0741
<b>Property</b>	:	21 The Avenue, St Georges, Weston-super-Mare, Somerset, BS22 7RA
<b>Applicant Tenant</b>	:	Ms S Warwick
<b>Representative</b>	:	
<b>Respondent Landlord</b>	:	21 The Avenue Ltd
<b>Representative</b>	:	None
<b>Type of Application</b>	:	Determination of a Market Rent Sections 13 & 14 Housing Act 1988
<b>Tribunal Members</b>	:	Regional Surveyor J Coupe FRICS Mr D Cotterell FRICS
<b>Date of Decision</b>	:	9 October 2025

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**REASONS**

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## **Decision of the Tribunal**

**On 9 October 2025 the Tribunal determined a Market Rent of £875.00 per month to take effect from 18 June 2025.**

## **Background**

1. By way of an application received by the Tribunal on 17 June 2025 the tenant of 21 The Avenue, St Georges, Weston-super-Mare, Somerset, BS22 7RA (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 16 May 2025, proposed a new rent of £1,150 per month in lieu of a passing rent of £650 per month, to take effect from 18 June 2025.
3. The property is occupied under the terms of an Assured Shorthold Tenancy agreement dated, and commencing on, 18 December 2023 for a term of six months, continuing on a monthly basis thereafter. A copy of the tenancy agreement was provided.
4. On 19 August 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. Neither party objected.
5. The Directions required the landlord and tenant to submit their completed statements to the Tribunal by 2 September 2025 and 16 September 2025 respectively, with copies to be sent to the other party.
6. The Tribunal conducted an inspection of the property at 10:30am on Monday 6 October 2025. The tenant, Ms Warwick, attended with her son. Mr Urch, the joint-landlord, was also present. Although Ms Warwick originally objected to the landlord’s entry, in the event on the day of inspection, she permitted Mr Urch to enter the property.
7. 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**

8. 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.

9. 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 Property**

10. The property is a terraced house, built of brick elevations, under a pitched roof clad in tiles. The property is situated in an established residential area on the outskirts of Weston-super-Mare, close to a major supermarket and similar amenities, and within easy access of the M5 motorway.
11. The accommodation is arranged over two floors and comprises a hallway, cloakroom with WC, kitchen and living room on the ground floor, and two bedrooms and a bathroom on the first floor. The property has gas-fired central heating and upvc double glazing. Outside, there is a rear garden and a garage.
12. With the exception of the oven and hob, the white goods, are provided by the tenant. Carpets and net curtains are provided by the landlord, with some replacement floor coverings provided by the tenant.
13. The Tribunal observed that the accommodation was modest in size. The kitchen and bathroom fittings appeared functional, albeit dated.
14. At the inspection, Ms Warwick identified those areas of disrepair referenced in her statement, which she confirmed had since been remedied by the landlord, with the exception of two windows which, although now operational, remained ununlockable.
15. The points of disrepair comprised:
  - Absence of a key for the hallway and cloakroom windows preventing opening;
  - Immersion heater not working since landlord purchased the property;
  - Malfunctioning boiler – requiring the heating to be engaged in order to receive hot water, thereby incurring additional cost and inconvenience;
  - Hole in the living room ceiling - caused by an escape of water, resulting in black spot mould;
  - Defective kitchen window;
  - Failed bath sealant;
  - Leak to the kitchen ceiling;
  - Malfunctioning bathroom toilet;
  - Garden fence panels and gate in poor repair;
16. The landlord describes the property as being in good/fair condition and that the age of the bathroom and kitchen fittings are unknown.
17. The landlord accepts the tenant's account regarding the disrepair and confirms that all necessary repairs were completed during July and August 2025, which the tenant acknowledges. The landlord states that the works required multiple visits over two months, incurring labour costs of £1,700

and material costs of £160.79, with a plumber's invoice still pending. The repairs included replacement of the kitchen window, installation of new fence panels repairs to the garden gate, heating and hot water system, and to the bathroom suite. The landlord characterises these works as improvements.

18. The tenant refers to a verbal agreement with the previous landlord that the rent will not increase above £650 per month.

### **Parties' comparable evidence**

19. The tenant submitted three comparable rental properties, each advertised on Rightmove, an online letting platform. The comparables comprise a two-bedroom semi-detached house in Rose Gardens, North Worle with an asking price of £1,050 pcm; a two-bedroom terraced house in Saxon Court, St George's advertised at £1,000 pcm; and a four-bedroom end-terraced house in Jubilee Road, St George's advertised at £1,350 pcm.
20. The tenant considers the second property – in Saxon Court – a useful comparable in terms of similarities with the subject but notes that the comparable is larger and with a modern kitchen and bathroom. The tenant states that the landlord's comparable evidence doesn't accurately reflect the rental prices locally as some properties are close to the beach or within easy reach of alternative amenities.
21. The landlord provides advertising details of a two-bedroom/two-bathroom flat in Market Avenue, advertised at £1,200 pcm, plus a Best Price Guide comprising fifteen comparables including modern purpose-built flats, converted flats, houses and a bungalow ranging in asking prices between £1,200 and £1,350 pcm.

### **Determination**

22. 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.
23. 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 18 June 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.
24. The Tribunal has carefully considered the submissions before it, alongside its findings from the inspection.
25. It is agreed that, as at the effective date, the property was in some want of repair. The landlord has acknowledged this and stated that the remedial works took nine days to complete over a two-month period, at a cost

exceeding £1,860. Although the parties agree that most works were completed by August 2025, the Tribunal is required to assess that rental value as at 18 June 2025, when, it is common ground that the repairs remained outstanding. Accordingly, the Tribunal must reflect the disrepair in the rent determined.

26. The Tribunal do not agree that the repairs constituted landlord's improvements. The works were of repair and maintenance that the landlord was obliged to undertake.
27. 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.
28. The Tribunal considered the property to be smaller than the average two-bedroom house, albeit with the benefit of a garage. Both parties relied on comparable evidence in Saxon Court, the tenant citing a two-bedroom terraced house at £1,000 pcm which she states is larger and more modern than her property, and the landlord relying on a two-bedroom/two-bathroom terraced house at £1,200 pcm. Neither party provided full details on the comparables relied upon.
29. The Tribunal found the comparables in Saxon Court to be the most useful. The properties were similar in age, build and style to the property and within the same locality. The landlord's additional comparable evidence, comprising flats and a bungalow, were of limited assistance to the Tribunal as the market for such properties differs materially from that of a two-bedroom terraced house.
30. Weighing the parties' evidence against its expert general knowledge of rental values in the locality, the Tribunal determines that the open market rent for the property in good tenantable condition and with the benefit of a garage is £1,000 per month.
31. 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.
32. It is agreed that, as at the relevant date, the property was in disrepair, and that the majority of repairs have since been completed. The Tribunal therefore finds that, at the proposed commencement date of the new rent, the property was not in a condition consistent with an open market letting. In light of this, the Tribunal considers that a 10% deduction from the open market rental value is warranted to reflect the general disrepair.
33. The Tribunal also considers that further deductions are warranted to reflect the tenant's provision of some white goods and flooring, and some minor repairs undertaken at the tenant's expense. The Tribunal values these cumulatively at £25 per month.
34. Accordingly, the Tribunal finds the adjusted open market rent to be £875 per month.

35. The Tribunal was unable to make any findings on the tenant's assertion that her previous landlord guaranteed a fixed rent as no evidence was provided in such regard.
36. 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. Accordingly, the rent of **£875 per month will take effect from 18 June 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](mailto: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.