



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

Case Reference : **HAV/00HA/MNR/2025/0781**

Property : **8 Redland Park, Bath, BA2 1SL**

Tenant : **Ms Eda Hazir**

Landlord : **Mr Bayan Atli,
c/o BLB Solicitors, 1 Edgar
Buildings, George Street, Bath,
BA1 2DU**

Type of Application : **Determination of a Market Rent
Section 13/22 Housing Act 1988**

Tribunal Members : **Mr. D Cotterell FRICS
Mrs. J Coupe FRICS**

Date of Inspection : **4 December 2025**

Date of Decision : **12 January 2026**

DECISION

Summary of Decision

1. **On 12 January 2026 the Tribunal determined a market rent of £1,050 per month to take effect from 9 October 2025.**

Background

2. On 30 July 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £ 1500 per month in place of the existing rent of £ 600 per month to take effect from 9 October 2025.
3. On 26 September 2025 under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. The Tenant's referral was received by the Tribunal on 26 September 2025.
4. The Tribunal issued Directions on 5 November 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations; it also provided a blank rent appeal statement proforma for the parties to complete. The parties were invited to make submissions which could include photographs or videos.
5. Both parties submitted papers to the Tribunal which had been copied to the opposing party.
6. These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing; however, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
 - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

- (2) In making a determination under this section, there shall be disregarded-
 - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
 - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his 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; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an

improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-

- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
 - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

Inspection

7. The Tribunal inspected the property on 4 December 2025.
8. The inspection was carried out in the presence of both the Applicant and the Respondent, in person, together with the Respondent's interpreter. Another individual, introduced as a friend of the Applicant was also present at the Property, but took no part in proceedings.
9. The Applicant had stated that she was unwilling to give access inside the Property to the Respondent's legal representative. The Tribunal considered whether it was possible as a result to proceed with the inspection and decided that in view of the attendance of both the Applicant and the Respondent, together with her interpreter, in person, to accompany the Tribunal, then it could continue with the inspection.
10. Neither parties' representative took any further part in the inspection, and the Tribunal neither invited nor accepted any submissions or comment from the parties, the Respondent's interpreter, or their respective representatives.

The Property & Tenancy

11. On inspection, the Tribunal noted that the Property comprises a terraced house having internal accommodation arranged as sitting room and kitchen to the ground floor – 3 bedrooms, bathroom, and WC on the first floor. Externally, there are gardens to front and rear and a lock-up store (unable to inspect internally).
12. The Tribunal observed that the Property is in disrepair – with poorly fitting windows, dilapidated bathroom and kitchen fittings, damp and mould growth.
13. The Property is let on the terms of a monthly assured shorthold tenancy agreement made between Alper Atli (landlord) and Eda Hazir (tenant). The terms of the agreement are, the Tribunal infers from the papers received from both parties, contained in a signed but undated document that identifies the first monthly rental payment date to be 9 December 2021.

Submissions

By the Applicant

14. The Applicant tenant makes submissions relating to the Property as follows:

Condition of the Property

15. The Applicant points out that the Property is subject to 2 enforcement actions by B&NES Council, namely a works agreement (of 25/03/2025) and an improvement notice (of 06/08/2025), issued under the Housing Act 2004, that identify shortcomings in respect of (1) security (poorly fitting aluminium doors and glazing; broken fencing), (2) insulation and inadequate thermal efficiency, (3) structural collapse (4) missing internal door. The stipulated compliance deadlines have now, the Applicant says, passed.
16. It is also mentioned that the Property is single-glazed, as observed by the Tribunal on inspection.

Unusable Space

17. The Applicant submits that one bedroom is unusable by reason of the Landlord's belongings taking up its space – and provided photographs illustrating the extent of the matter. The Tribunal inspected the room and noted that it did contain a large number of items that reportedly belong to the late Landlord Mr Atli. The Tribunal notes that ownership of the items is not a matter of dispute.

White Goods

18. The Applicant claims that she has personally provided all white goods in the Property and provides receipts for the cooker, dishwasher, and washing machine.

Locational Quality

19. The Applicant submits that the Property's location is a significant consideration having a bearing on value and that the Property is in an area of high deprivation and more so than any comparable property identified by the Respondent. The Applicant examined the relative deprivation of all the property locations of the Respondent's comparable properties and analysed the data obtained, indicating that the subject Property is situated in the most deprived and disadvantaged location of all comparable properties considered.

By the Respondent

20. The Respondent landlord similarly makes a number of submissions relating to the Property as follows:

Unusable Space

21. The Respondent submits that the bedroom containing the Landlord's late husband's (Mr Alper Atli) possessions was a guest of the tenant and that the bedroom is "*perfectly useable*".

Locational Quality

22. The Respondent submits that the Property is located in a quiet cul-de-sac and has a generous front garden which also has ample space for off street parking, having a private rear garden with access to open

parkland and a children’s play area, being “a 6 minute walk to the local bus stop and a 16 minute walk to Milsom Street in central Bath”.

Comparable Evidence of Rental Value

23. The Respondent has provided several instances of properties being let or offered to let as follows

Property	Number of beds	Asking rent per month
Sladebrook Court	2 bed apartment	£1350
Moravian Place	2 bed flat	£1395
Kempthorne Lane	2 bed apartment	£1400
Hillcrest Drive	3 bed house	£1400
Meadow Drive	2 bed house	£1475 (let agreed)
Roundhill Grove	3 bed house	£1500 (let)
Wellsway	3 bed maisonette	£1500 (let agreed)
Holloway	3 bed house	£1500 (let agreed)
Elm Grove	3 bed house	£1540
Old Fosse Road	3 bed house	£1550
Chandler Close	2 bed house	£1575
Frankland Close	3 bed house	£2000

Consideration and Valuation

24. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the parties’ representations and submissions as contained in the papers and with no oral hearing. The Tribunal concluded that having read and considered the papers as well as having made its own inspection of the Property, it could do so.
25. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy. The personal circumstances of the Parties are not relevant to this issue.
26. Having therefore carefully considered the representations from the parties and associated correspondence and using its own judgement and general knowledge of rental values in Twerton and surrounding

areas, the Tribunal decided that the market rent for the subject Property if let today in a condition that was usual for such an open market letting would be £1500 per month.

27. Such an open market letting would be for a tenantable property in good order, and on the basis that carpets, curtains, and white goods would all be provided by the Landlord.
28. In the subject case, the Tribunal concluded that the presence of the late landlord's belongings at the Property, was a factor limiting the use of the bedroom because a significant amount of space within the bedroom is taken up by their storage.
29. It is the Tribunal's view that the Property falls short of that assumed position due to its condition at the date of inspection and the limited use of the third bedroom.
30. In the Tribunal's view, an appropriate adjustment, having regard to the severity of disrepair and lack of compliance with the Improvement Notice, and in addition limited use of the third bedroom, would in aggregate be 30%, or £450 per month. Accordingly, the Tribunal determines a rent of £1050 per month as the rent at which the subject property might reasonably be expected to be let in the open market by a willing landlord under the terms of this assured tenancy.
31. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Decision

32. The Tribunal directs the new rent of £1050 to take effect on 9 October 2025 this being the date as set out in the Landlord's Notice of Increase.

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 to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
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.
5. Either party seeking to appeal a decision are referred to form RPPTA.