

	<b>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</b>
<b>Case Reference</b>	<b>HAV/19UE/MNR/2025/0848</b>
<b>Property</b>	<b>Lower Farm Cottage, Manston, Sturminster Newton, Dorset, DT10 1EX</b>
<b>Tenant</b>	<b>Mr A J Blackmore</b>
<b>Tenant's Representative</b>	<b>None</b>
<b>Landlord</b>	<b>BPT (Bradford Property Trust) Limited</b>
<b>Landlord's Address</b>	<b>c/o Grainger PLC, Citygate, St James' Boulevard, Newcastle-upon-Tyne, NE1 4JE</b>
<b>Landlord's Representative</b>	<b>Mr R Steel</b>
<b>Date of Application</b>	<b>27 November 2025</b>
<b>Type of Application</b>	<b>Determination of a Market Rent sections 13 &amp; 14 of the Housing Act 1988</b>
<b>Tribunal Members</b>	<b>Mr J G G Wilson MRICS – Chair Mr C Davies FRICS Mr A Hetherton MRICS IRRV (Hons)</b>
<b>Date of Decision</b>	<b>25 February 2026</b>
<b>Rent Determined</b>	<b>£2,700.00 per Quarter</b>
<b>Date the new rent takes effect</b>	<b>25 March 2026</b>

## **REASONS FOR THE DECISION**

### **Background**

1. On 27 November 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,800.00 per Quarter in place of the existing rent of £2,600.00 per Quarter to take effect from 25 March 2026.
2. On 14 December 2025 (albeit received 22 December 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.
3. The Tribunal has not been provided with a copy of the tenancy agreement, although it is understood the assured tenancy commenced in 2004. The rental period is understood to be quarterly.

### **Allocation of Repairs between Landlord and Tenant.**

4. As per section 11 of the Landlord and Tenant Act 1985.

### **Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.**

5. The tenant has confirmed neither furniture nor any services are provided under the tenancy.

### **Liability for Council Tax**

6. The tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

### **Any other terms of the tenancy taken into consideration in determining the rent.**

7. The Tribunal understands the tenant is required to keep the property in repair, fair wear and tear excepted.

### **Inspection/Hearing**

8. Neither party requested an oral hearing. The Tribunal has considered this case on the bases of the papers provided by the parties, having viewed the vicinity on the internet and its own knowledge and specialist expertise.

## **The Property**

9. The Property is a detached house (ground and first floors), offering the following accommodation:

Ground floor – entrance hall, reception room, dining room and kitchen.

Stairs to the first floor...

First floor – three bedrooms and one bathroom/WC.

Outside: garden, shed, garage and parking space.

The Property benefits from two open fireplaces.

The property is situated in a rural location approximately three miles to the east of Sturminster Newton, close to the river Stour. Sturminster Newton is to the north-west of Blandford Forum and to the south-west of Shaftesbury.

The Tribunal notes the property is in an area of a ‘medium risk’ chance of flooding from rivers or sea and correspondingly a ‘low risk’ chance of surface water flooding, on the Environment Agency Flood Risk Register.

## **Evidence**

10. Both the landlord and the tenant have returned the Tribunal’s Reply forms.

*The Tenant.*

11. Mr Blackmore has made the following comments:
- a) Under ‘Features’ Mr Blackmore says the landlord has provided neither central heating, nor double glazing, nor carpets and curtains, nor the White Goods. Mr Blackmore goes on to say there is a garage and off-street parking.
  - b) Under ‘Improvements’ Mr Blackmore says ‘Kitchen, 2 Bathroom suites, windows: my Father installed electric and water in 1952.’ In his application Mr Blackmore says, ‘New bathroom, new windows, fireplace, kitchen...’.
  - c) Under ‘Disrepairs/Defects’ Mr Blackmore says ‘Parts of ceilings fallen down on landing and two bedrooms’ windows rotted, some damp, bathroom 20 years old, kitchen 40 years old.’ run constantly. Black mould present despite numerous treatments by the Tenant. In his

covering letter to the application Mr Blackmore says the house now is not in a very good condition.

- d) Under 'Any Other Comments' Mr Blackmore says the nearest railway station is eight miles away and there is a Bus service daily.
- e) To conclude under 'assessment of the rental value' Mr Blackmore refers to other properties having central heating and double glazing and says the house is liable to flooding. Mr Blackmore has provided various photographs to show flooding in the neighbouring lanes and items of disrepair at the property.

12. Mr Blackmore has not provided any rental evidence to assist the Tribunal.

*On behalf of the Landlord, Mr Robert Steel, Portfolio Manager at Grainger PLC has given submissions.*

13. In his replies, Mr Steel says the landlord has provided two open fireplaces, there is no double glazing and the carpets and curtains have been provided by the tenant. Thereafter Mr Steel says the landlord overhauled the roof in 2004 and a new septic tank and soakaway was installed in 2015.

14. Under 'Disrepairs/Defects Mr Steel says the bathroom/WC is 10 years plus to a good condition and the kitchen is also 10 years plus, but to a basic condition.

15. Mr Steel assesses the market rent at £4,700 per Quarter (to equal £1,567 per calendar month), if it was completely modernised and newly refurbished. Mr Steel goes on to say he makes an adjustment of 40% to arrive at £2,820 per Quarter (to equal £940 per calendar month) for the property for the following: (1) lack of central heating and double glazing, (2) dated kitchen, (3) dated bathroom, (4) no white goods or carpets, and (5) general property condition.

16. The following comparable lettings with their particulars were provided by Mr Steel to support his assessment of the rental value. Mr Steel says that each of the comparable lettings is within one mile of the property.

- a) Hammond Street Farm Cottages, Sturminster Newton – a three-bedroom, semi-detached cottage, asking rent £1,200 per calendar month, unfurnished.
- b) Bat Alley, Sturminster Newton – a three-bedroom, semi-detached cottage, asking rent £1,250 per calendar month, unfurnished.

- c) Bramley Cottage, Sturminster Newton – a three-bedroom, semi-detached cottage, asking rent £1,250 per calendar month, unfurnished.

### **Determination and Valuation**

17. The Tribunal considers the comparable lettings provided by Mr Steel to be relevant in this matter to determine the market rent. The range of market rents is from £1,200 per calendar month up to £1,250 per calendar month. Having determined his market rent of £4,700 per Quarter, Mr Steel has itemised the factors that make up his deduction of 40%, albeit he has not provided a breakdown for the same.
18. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,200 per calendar month. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties including having white goods and curtains provided by the landlord.
19. From the information provided by the parties the Tribunal has concluded adjustments from the market rent are required to reflect the following: (a) there is no central heating, (b) there is no double glazing, (c) the landlord has not provided carpets and curtains, (d) the landlord has not provided the White Goods, (e) the kitchen is unmodernised, (f) the bathroom/WC is unmodernised, (g) there are items of disrepair, and (h) it is located in a ‘medium’ flood risk area.
20. The Tribunal’s rental valuation with adjustments is as follows:

Market rent		£1,200.00 pcm
<u>Less</u>		
a) No central heating	£50.00	
b) No double glazing	£25.00	
c) No carpets and curtains	£50.00	
d) No White Goods	£45.00	
e) An unmodernised kitchen	£25.00	
f) An unmodernised bathroom/WC	£25.00	
g) Items of disrepair	£50.00	
h) Flood risk area	£30.00	<u>£300.00</u>

**Market rent** **£900.00 pcm**

**£2,700 per Quarter**

### **Undue hardship**

12. Mr Blackmore has not given any submission to the Tribunal that the starting date the new rent specified in the Notice would cause him undue hardship.
13. As a result of our decision the rent will increase by £100 per Quarter. The date specified in the landlord's notice is 25 March 2026.

### **Decision**

14. Therefore, the Tribunal determines the market rent at £2,700 per Quarter with effect from 25 March 2026.

### **APPEAL PROVISIONS**

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.