

	<b>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</b>
<b>Case Reference</b>	<b>HAV/ 00HB/ MNR/2026/0003</b>
<b>Property</b>	<b>Flat 1, Kings Court, Jamaica Street, Bristol, BS2 8JW</b>
<b>Tenants</b>	<b>Mr C J P Knight and Miss H Kearsey</b>
<b>Tenants' Representative</b>	<b>None</b>
<b>Landlord</b>	<b>Mr R L Pearce</b>
<b>Landlord's Address</b>	<b>C/o LifeStyle Letting &amp; Management Ltd, Unit A, Bradley Pavilions, Pear Tree Road, Bradley Stoke, Bristol, BS2 8JW</b>
<b>Landlord's Representative</b>	<b>Mr D Hewlett</b>
<b>Date of Application</b>	<b>30 December 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 Miss C Barton MRICS Mr M E Williams FRICS</b>
<b>Date of Decision</b>	<b>26 February 2026</b>
<b>Rent Determined</b>	<b>£1,260.00 per Calendar Month</b>
<b>Date the new rent takes effect</b>	<b>8 January 2026</b>

## **REASONS FOR THE DECISION**

### **Background**

1. On 2 December 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,347.50 per calendar month (pcm) in place of the existing rent of £1,225.00 pcm to take effect from 8 January 2026.
2. On 30 December 2025, under Section 13(4)(a) of the Housing Act 1988, Mr Knight referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 8 January 2025 for a term of twelve months. The rental period is monthly.

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

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. Mr Knight has confirmed neither furniture nor any services are provided under the tenancy.

### **Liability for Council Tax**

6. The tenants are 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 tenants are required to keep the property including all the landlord's machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order, (reasonable wear and tear, items which the landlord is responsible to maintain, and damage for which the landlord has agreed to insure, 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 property on the internet and its own knowledge and specialist expertise.

## **The Property**

9. Kings Court is a conversion/reconstruction into flats from early 19<sup>th</sup> century townhouses with a carriage arch, in late Georgian style. It is built on ground and two upper floors and is Grade II listed. The property is a ground floor flat offering the following accommodation:

Entrance hall/lobby, reception room with open plan kitchen, two bedrooms and one bathroom/WC.

From the information provided the property benefits from heating by electric night storage heaters, carpet and curtains.

Jamaica Street lies to west of North Street/Cheltenham Road, relatively close to Bristol bus and coach station in the Kingsdown and Stokes Croft areas of the city.

## **Evidence**

10. Mr Hewlett, on behalf of the landlord, has returned the Tribunal's Reply form. Mr Knight has given some information in his application.

### *The Tenant.*

11. Under 'Repairs' in his application Mr Knight says the landlord is responsible for 'Black mould, heaters, electrics, water storage heater, oven, dry/wet rot, wood boring insect infestations, structural damage.' Then he goes on to say the tenants are responsible for cosmetic damage and broken glass.
12. Mr Knight has not provided any rental evidence to assist the Tribunal.

*On behalf of the Landlord, Mr Derek Hewlett of Lifestyle Letting & Management Ltd has given submissions.*

13. In his replies, Mr Hewlett has provided a floor plan of the property to confirm the layout and accommodation of the flat. Mr Hewlett says heating is provided by electric night storage heaters, there is no double glazing and that carpets and curtains are provided by the landlord. Of the White Goods, a refrigerator and a cooker have been provided too. Mr Hewlett confirms there is off-street parking.

14. Under 'Improvements', Mr Hewlett says not applicable as the property is Grade II listed. Service charges are not applicable too. Under Disrepairs/Defects Mr Hewlett outlines issues reported with the heating and hot water. From the information provided, all the items identified have been resolved. Under 'Any Other Comments' Mr Hewlett says the flat is within walking distance from the city centre, King's Square Park, the bus station and local bus services.
15. Mr Hewlett has provided the Tribunal with a copy of the 'Move In/Out Inspection' for the property dated 8 January 2025. The document has various photographs which indicate the general condition of the property and includes the kitchen and bathroom/WC equipment and appliances.
16. Mr Hewlett has provided a Best Price Guide of nine, two-bedroom, lettings' comparables in the vicinity. The rental values range from £1,350 per calendar month up to £1,550 per calendar month, with a date range from October 2024 to January 2026.
17. In addition, Mr Hewlett has provided two comparable lettings within Kings Court, briefly as follows:
  - a) Flat 6, Kings Court – an identical two-bedroom flat let in March 2025 for £1,250 per calendar month.
  - b) Flat 2, Kings Court – a one-bedroom flat let in January 2026 for £1,050 per calendar month.

### **Determination and Valuation**

18. The Tribunal considers the comparable lettings provided by Mr Hewlett to be relevant in this matter to determine the market rent. In particular, the two comparable lettings in the subject building. Mr Hewlett neither goes on to give his assessment of the rental value of the property, nor does he reference any adjustments that might be applicable to meet these circumstances.
19. 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 £1,350 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 central heating, double glazing, white goods and curtains provided by the landlord.

20. 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, and (c) of the White Goods, a washing machine has not been provided by the landlord.
21. The Tribunal's rental valuation with adjustments is as follows:

Market Rent	<u>£1,350.00 pcm</u>
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Less

a) No central heating	£50.00	
b) No double glazing	£25.00	
c) No washing machine	£15.00	<u>£90.00</u>

<b>Market rent</b>	<b>£1,260.00 pcm</b>
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**Undue hardship**

12. Mr Knight has not given any submission to the Tribunal that the starting date the new rent specified in the Notice would cause the tenants hardship.
13. As a result of our decision the rent will increase by £35 per Calendar Month. The date specified in the landlord's notice is 8 January 2026.

**Decision**

14. Therefore, the Tribunal determines the market rent at £1,260.00 per Calendar Month with effect from 8 January 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.