

	<b>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</b>
<b>Case Reference</b>	<b>HAV/00HA/MNR/2026/0010</b>
<b>Property</b>	<b>Flat 1, 84 Walcot Street, Bath, BA1 5BD</b>
<b>Tenant</b>	<b>Mr A C Davis</b>
<b>Tenant's Representative</b>	<b>None</b>
<b>Landlord</b>	<b>Mr B Kidner</b>
<b>Landlord's Address</b>	<b>C/o Aspire to Move Ltd, 1 Saville Row, Bath, BA1 2QP</b>
<b>Landlord's Representative</b>	<b>Mr W Maslin</b>
<b>Date of Application</b>	<b>7 January 2026</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>£880.00 per Calendar Month</b>
<b>Date the new rent takes effect</b>	<b>17 January 2026</b>

## **REASONS FOR THE DECISION**

### **Background**

1. On 8 December 2025, the Landlord's agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,000.00 per calendar month (pcm) in place of the existing rent of £800.00 pcm to take effect from 17 January 2026.
2. On 7 January 2026, 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 understands the assured tenancy commenced on 17 May 2001 for a term of one year (albeit Mr Davis says it commenced in October 1995). The rental period is per calendar month.

### **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. Mr Davis 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 tenant is required to 'Keep the interior of the Premises during the term in as good and clean state of repair condition and decoration as the premises are in at the commencement of the Term and make good all damage and breakages to the Premises which may occur during the Term (fair wear and tear and damage by accidental fire 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. 84 Walcot Street is a terraced, period building, over ground and two upper floors with commercial premises on the ground floor. Flat 1 is the first and second floor maisonette with its own separate off-street access. The accommodation is briefly as follows:

Ground floor – separate off-street access with stairs up to...

First floor – reception room, galley kitchen and bathroom/WC and stairs up to...

Second floor – two bedrooms and access to storage space in the attic.

Walcot Street runs northwards from Bath Abbey to become London Street. It is to the west of River Avon and is in with access to the amenities and transport facilities of the city.

## **Evidence**

10. The Tenant has given submissions in his email to the Tribunal dated 7 January 2026 and both parties have returned the Tribunal's Reply forms.

### *The Tenant – Mr Davis*

11. Mr Davis makes various points in his email dated 7 January 2026:
  - 1) The flat is draughty and difficult to keep warm. The sash windows are very loose and ill-fitting due to age. The heating is electric (not night storage heaters) and they are very inefficient and expensive to run.
  - 2) The bedroom at the front of the property is excessively noisy due to the constant heavy traffic and single glazed ill-fitting windows.
  - 3) The plumbing in the kitchen is eccentric and prevents the installation of a full-sized cooker, freezer or washing machine. The mains water inlet and waste outlet pipes stick out one foot proud of the wall. I have had to adapt my kitchen appliances to get round this problem.

- 4) The ground floor entrance and passageway doubles as the fire escape access for the offices below. Due to the absence of a separating door, this represents a security risk.

Mr Davis goes on to say he lives on a state pension and could not afford the increase.

12. In his reply, Mr Davis has provided the Tribunal with photographs to show items of disrepair at the property and confirms the landlord has neither provided central heating nor double glazing, and that he and the landlord have provided the carpets and curtains (see later). Mr Davis adds:

- a) The tenant has provided the White Goods.
- b) There is a flat roof area which he uses to keep potted plants.
- c) A new hot water boiler was installed by the landlord and other repairs to ceiling wallpaper and plastering and repairs to a door were all carried out circa one year ago.
- d) Various disrepairs and defects, which include, ill-fitting windows, a 35 years' old bathroom suite in fair condition, old kitchen plumbing in need of replacement, exposed pipework, a new pedestal WC and cistern provided by him, and inefficient heating and poor insulation throughout the flat.
- e) There is a problem with rats in the roof area which resulted in a visit from a pest control Officer.

13. In terms of his assessment of the rental value of the property, the Mr Davis says 'I would suggest a rent of £600 per month to be Fair and affordable by the tenant. The area is popular with air b'n'b landlords and similar properties go for rents of around 12-1500 per month, but these properties would be luxuriously appointed so comparison is not helpful [sic].'

*On behalf of the Landlord, Mr William Maslin of Aspire to Move has given submissions.*

14. In his reply, Mr Maslin has confirmed the accommodation at the property and adds the rear outdoor flat roof is currently used as a balcony. Mr Maslin says:

- a) The central heating is electric, there is no double glazing and there are carpets and curtains, but he does not confirm who has/has not provided the same (see later).

- b) White Goods is blank.
- c) The landlord has spent several thousands of pounds to keep the property in good condition. The improvements include, inter alia, various works to walls and ceilings, boxing in of downpipes, internal repairs, windows re-puttied, a new hot water tank, and insulation to increase efficiency.
- d) The Gally [sic] kitchen is in an OK condition. Bathroom is in an OK condition too. Ditto the living room, hallway and stairs. Bedroom one is in a good condition and in bedroom two there are signs of previous water damage, the carpets are in ok condition, and the walls need some attention.
- e) Mr Maslin goes on to confirm the property's desirable location within Bath city centre, being convenient for all its local amenities and attractions. He concludes to say the landlord has spent a considerable amount of money on general repairs and upkeep of the property.
- f) Mr Maslin has provided a Best Price Guide of five, two-bedroom flats or maisonettes that have been let within a quarter mile radius of the property. The rental prices range from £1,850 per calendar month to £2,200 per calendar month for properties in newly refurbished condition.
- g) Mr Maslin goes on to say he would expect the property to achieve at least £1,250 per calendar month in its current condition and if it had a new kitchen, bathroom and general paint throughout, this would increase to around £2,000 per calendar month and indeed higher depending on the specification of the works.
- h) Of the five comparable lettings provide by Mr Maslin, two are to the west of the river Avon, on Bennett Street, thereby in the vicinity of the property:
  - a) Bennett Street – a two-bedroom flat with a large communal garden, well-presented throughout, rental value – £1,850 per calendar month, marketed from March 2025 to April 2025, let agreed.
  - b) Bennett Street – a two-bedroom maisonette, unfurnished, rental value – £1,850 per calendar month, marketed from January 2025 to February 2025, let agreed.

### **Determination and Valuation**

- i) The Tribunal considers the two comparable lettings on Bennett Street provided by Mr Maslin to be relevant and to be of some assistance in this matter. Bennett Street is a superior location to the subject, and the comparable lettings referred

to are in buildings of residential use solely. Walcot Street is a busier thoroughfare than Bennett Street and the subject and adjacent buildings are in mixed-use. The subject property is above commercial premises. Turning to the landlord's expenditure on 'improvements', the Tribunal determines the works listed are not improvements for the purposes of the legislation, but day to day repairs and maintenance that are the landlord's responsibility in any event.

- j) The information given by the parties with respect to the provision or otherwise of carpets and curtains and by whom is unclear. Nevertheless, from the information and the photographs provided the Tribunal has concluded an adjustment is required to reflect the fact the landlord has not conclusively confirmed he has provided the same, in toto.
- k) Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord referred to, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,400.00 pcm. 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, white goods and curtains provided by the landlord.
- l) 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) carpets and curtains have not been provided in toto, (d) the tenant's provision of the White Goods, (e) the unmodernised kitchen, (f) the unmodernised bathroom/WC and the tenant's provision of the pedestal WC and cistern, and (g) general disrepair.

The full valuation is shown below:

Market Rent		<u>£1,400.00</u> pcm
<i>Less</i>		
a) No central heating	£75.00	
b) No double glazing	£50.00	
c) Carpets and curtains, deficiency	£50.00	
d) No White Goods	£45.00	
e) Unmodernised kitchen	£100.00	
f) Unmodernised bathroom/WC	£100.00	
g) General disrepair	£100.00	<u>£520.00</u> pcm
<b>Market rent</b>		<b>£880.00 pcm</b>

## **Undue hardship**

12. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.
13. Whereas Mr Davis says in his email to the Tribunal dated 7 January 2026, 'I live on a state pension and could not afford the increase', he has not asked the Tribunal to fix a later starting date in this case.
14. In the absence of any submissions to postpone any increase due to hardship the rent will increase by £80 per calendar month. The date specified in the landlord's notice is 17 January 2026.

## **Decision**

15. Therefore, the Tribunal determines the market rent at £880.00 per calendar month with effect from 17 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.