



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

**Case Reference** : **HAV/23UF/MNR/2025/0820**

**Property** : **2 Parsonage Street  
Dursley  
Gloucestershire  
GL11 4EA**

**Applicant Tenant** : **Mr M & Mrs M Assheton**

**Representative** : **None**

**Respondent Landlord** : **Ms C Marrow & Ms H Morgan**

**Representative** : **Bennett Jones Partnership Ltd**

**Type of Application** : **Determination of a Market Rent sections  
13 & 14 of the Housing Act 1988**

**Tribunal Members** : **Mr I R Perry FRICS  
Mr P E Smith FRICS**

**Date of Inspection** : **14<sup>th</sup> January 2026**

**Date of Decision** : **14<sup>th</sup> January 2026**

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**DECISION**

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## Summary of Decision

1. On 14<sup>th</sup> January 2026 the Tribunal determined a market rent of £1,400 per month to take effect from 25<sup>th</sup> November 2025.

## Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 23<sup>rd</sup> October 2025 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,750 per month, in place of the existing rent of £1,300 per month, to take effect from 25<sup>th</sup> November 2025. The notice complied with the legal requirements.
4. On 21<sup>st</sup> November 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal issued Directions on 1<sup>st</sup> December 2025 informing the parties that, unless either party objected, the Tribunal would inspect the property and then determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
6. The Landlords or their Agent were instructed to provide their statement and any supporting documents by 5.00pm on 15<sup>th</sup> December 2025
7. The Landlords' Agent and the Tenants submitted papers setting out their respective case. The papers were also copied to the opposing party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal listed the case for 14<sup>th</sup> January 2026 with an inspection at 10.00 am.
9. On 9<sup>th</sup> January 2026 at 17.24 the Landlords' Agent made a further late submission to the Tribunal but did not make a Case Management Application.
10. On 12<sup>th</sup> January 2026 both Tenants had written to say that they would not allow access for the Landlords or their Agent. On the day of the inspection the Tenants relented on this and the Agent was allowed access.
11. 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.

### **The Inspection**

- 12. The Tribunal inspected the property at 10.00am on 14<sup>th</sup> January 2026. Mr Assheton showed the Tribunal around the property and the Landlords' Agent Mr Tom Russell was also present.
- 13. The property comprises a maisonette on the first and second floors within an end-of-terrace converted Georgian house fronting the pavement and close to the centre of Dursley. The building is constructed of solid walls with brick and rendered elevations all beneath a slate roof.
- 14. The property is built into a bank so that the first floor as viewed from the front is at ground level to the rear. The ground floor rooms are occupied by a commercial retail business.
- 15. A narrow common hallway gives access to a door into the maisonette which leads from ground to first floor level where a landing gives access to a living room, dining room, study, kitchen, utility and WC. Patio doors from the living room give access over a flat roof to the garden.
- 16. Stairs rise from the first floor to the second-floor landing which gives access to 4 rooms, used as bedrooms or storerooms, and a bathroom with bath and shower and a separate WC.
- 17. To the north side of the building a shared driveway leads to a courtyard parking area with 2 spaces in tandem let with the maisonette. Other parking spaces appear to attach to the ground floor commercial property.
- 18. To the side of the parking area are 3 garages and beyond the property a relatively large garden included in the residential tenancy. There is other commercial property above the garages which are not included in the tenancy.
- 19. The meters for the residential accommodation are in a cellar which is accessed through a trap door in part of the commercial property.
- 20. The accommodation has gas-fired central heating and most, but not all, of the windows have some form of secondary double glazing. The Energy Performance Rating is 'D'.

21. The Tenants use many of the rooms as storage relating to their previous business such that full detailed inspections could not be reasonably made.
22. The Tribunal noted that the decorations throughout are very dated and there are many minor defects. In particular the Tribunal noted evidence of damp and mould in the main bathroom, damaged worktops and cooker in the kitchen, some mould in the first floor WC and a cracked ceiling close to the patio doors in the living room. The tribunal also noted a general lack of ventilation.
23. The Tribunal considered that the kitchen and bathroom fittings are dated.
24. The Tribunal noted a Youth Centre and a Sports Bar on the opposite side of the road which are referred to in the Tenants' statement as a source of noise at unsocial times.
25. The property is within short walking distance of all main amenities.

### **Submissions**

26. The initial tenancy began on 25<sup>th</sup> July 2020 at a rent of £1,200 per month.
27. The Landlords Agent provided the Tribunal with a floorplan and photographs from the start of the tenancy and states that a cooker is provided but no fridge or washing machine and some curtains but no carpets.
28. Sadly, the parties have been in some dispute about the condition of the property but agree that the Tenants have carried out various works to the property including treatment to fences, railings and external walls. The Tribunal considers these to be repairs rather than improvements.
29. The Agent states that valid gas safety and electrical reports are available but not provided. Any evidence that either party wished to rely on should have been submitted as part of either parties' statement. It is not for a Tribunal to request additional documents.
30. The Agent provides details of asking rents for other 4- and 5-bedroom houses, properties.
31. During the inspection the Tenant directed the Tribunal to wooden floors between the property and the commercial unit below, which he suggested was a fire risk.
32. The Tenants statement includes a list of repair works they have carried out and a long list of some 105 defects, some evidenced by photographs, together with an Electrical Installation Condition Report dated 17<sup>th</sup> July 2025 which rates the property as 'Unsatisfactory'.
33. The Tenants also provide comparable properties to let, with asking rents £1,250 to £1,495 and a Schedule of Condition from the start of their tenancy which shows that the property was in poor decorative when they first moved in.

34. The Tenants suggest that, based on assertions as to fire safety, gas safety and electrical installations the rent for the property is nil.

### Consideration and Valuation

35. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having inspected the property, read and considered the papers it decided that it could do so.
36. The Tribunal then considered whether it should admit the additional papers received from the Agent after the close of business on Friday 9<sup>th</sup> January 2026. It concluded that the Agent had already provided a statement, and had not made a Case Management Application and therefore decided it would not accept the late submission.
37. 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.
38. There are relatively few properties of this type which provide comparable rental evidence, and neither party has been able to provide a close comparison. The accommodation is spacious but the access to the living accommodation is poor for a property of this size and the garden is of a size to require greater maintenance than might be expected for such accommodation.
39. Notwithstanding the above points the property has the advantage of 3 garages providing useful storage and is close to the town centre, but this carries noise and anti-social behaviour.
40. The Tribunal does not accept the Tenant's assertion that the property is unlettable. The Agents evidence is that valid safety certificates are available, the Tribunal accepts this.
41. The Tenant has listed works that they have carried out to the property which they list as improvements. The Tribunal finds that these are repairs rather than improvements so makes no adjustment to reflect these works.
42. Both parties have provided asking rents for properties in the area which do not provide any direct comparables, although they perhaps suggest general figures for achievable rents on 4-bedroom accommodation.
43. Having due regard to all of the information provided and relying on its own local expertise the Tribunal decided that **if the property was in good order** throughout, with parking and additional storage, but adjusting for the less than satisfactory access and anti-social behaviour associated with its town centre position, the Tribunal determined that the full open market rent would be £2,000 per month.

44. Such an open market letting would be for a tenable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord.
45. The Tribunal found the property to be 'tired' throughout with many minor repair issues, dated kitchen and bathroom fittings and is let without fridge, washing machine or carpets.
46. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Tenant's provision of carpets and some curtains	£70
Dated kitchen	£100
Dated bathroom/WC's	£100
General wants of repair and poor decoration	£300
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TOTAL adjustment per month	£600

47. 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.

### **Determination**

48. The Tribunal therefore decided that 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 was £1,400 per month.
49. The Tribunal directed that the new rent of £1,400 per month should take effect from 25<sup>th</sup> November 2025, this being the date specified in the 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 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](mailto: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.