



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

**Case Reference** : **HAV/00HA/MNR/2025/0761**

**Property** : **2<sup>nd</sup> Floor Flat  
7 Marlborough Street  
Bath BA1 2TX**

**Applicant Tenant** : **Mr Lawrence Shamler**

**Representative** : **None**

**Respondent Landlord** : **Oiz Limited,**

**Representative** : **South London Estates**

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

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

**Date of Inspection** : **30 October 2025**

**Date of Decision** : **29 December 2025**

---

**DECISION**

---

## **Summary of Decision**

**On 29 December 2025 the Tribunal determined a market rent of £750 per month to take effect from 1 September 2025.**

## **Background**

1. By way of an application received by the Tribunal on 27 August 2025 the tenant of the 2<sup>nd</sup> Floor Flat, 7 Marlborough Street, Bath BA1 2TX (“the Property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent landlord of the property under Section 13 of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 16 July 2025, proposed a new rent of £812.76 per month in lieu of a passing rent of £350 per month, to take effect from 1 September 2025.
3. The property is occupied under the terms of an Assured Shorthold Tenancy agreement dated, and commencing on, 31 October 2014 for a term of 6 months, continuing on a monthly basis thereafter. A copy of the tenancy agreement was provided.
4. On 15 September 2025 the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within 7 days. Neither party objected.
5. The Directions required the landlord and tenant to submit their completed statements to the Tribunal by 29 September 2025 and 13 October 2025 respectively, with copies to be sent to the other party.
6. The Tribunal, of its own initiative, conducted an inspection of the property at 10:00 on Thursday 30 October 2025. The tenant, Mr Shamler was in attendance no representative of the Landlord was present.
7. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal’s view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

## **The Law**

8. In accordance with the terms of Section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy.
9. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenants' improvements and any decrease in value due to the tenants' failure to comply with any terms of the tenancy.

## **The Property**

10. The Property comprises a 1-bedroom flat situated mainly on the 2<sup>nd</sup> floor of a converted Listed Grade II mid-terrace town house, dating from the late 18<sup>th</sup> Century. Marlborough Street links St James's Square with Crescent Lane and is situated close to both Royal Victoria Park and High Common, to the west, and a short distance from Bath City Centre to the south.
11. There are local shops supplying most day-to-day necessities and a full range of amenities in central Bath.
12. The accommodation includes a Bedroom/Living Room, Kitchen with Shower Cubicle, separate WC on a lower mezzanine floor. Parking in the vicinity is on-street by residents' permit system.
13. The property has electric night storage heating and is single glazed with sliding sash windows. The Landlord provides a fridge and a cooker.
14. During the inspection, Mr Shamler identified a number of points of disrepair and disadvantage, notably:
  - a. Poor sealing around the window sashes causing heat loss and draughts
  - b. Mould growth and penetrating dampness to walls, also water ingress damage;
  - c. The flat having 2 entrance doors, one not being capable of locking;
  - d. Inconveniently located WC without washbasin;
  - e. The shower cubicle is situated in the kitchen;
  - f. Window sashes do not open fully;
  - g. External paintwork in poor condition.

15. In addition, he pointed out a number of improvements that he has carried out or paid for:
  - a. Mould treatment to kitchen walls;
  - b. Replacement of kitchen unit doors;
  - c. Replacement of shower cubicle and pump unit;
  - d. Refinishing of kitchen floor;
  - e. Installation of sink splashback in kitchen;
  - f. Installation of kitchen shelving
16. The Landlord describes the Property as “*older and not modernised, but is safe, functional and comparable to other local rentals...*”

### **Submissions**

17. The present tenancy began on 1 November 2014 at a rent of £350 per month.
18. The Tenant provided evidence of a letting at 4 Marlborough Street, Bath on 28 January 2025, between The Official Custodian of Charities & Mr Willat’s Corporate Trustee Ltd, and an unnamed tenant at a rent of £980 per month.
19. The Landlord through its agent submitted that the Local Housing Allowance for 1 Bedroom accommodation in the Bath Broad Rental Market Area being £187.56 per week, the monthly rent should be, accordingly £812.76 per month. The Landlord’s representative does not otherwise provide any comparable rents in the area.
20. Photographs of the property were included with the Tenant’s statement which illustrate the points made.

**Consideration and Valuation**

21. The Tribunal determines a market rent for a property by reference to rental values generally and, in particular, to the rental values for comparable properties in the locality. The Tribunal has no regard to the current rent and the period of time which that rent has been charged, nor does it take into account the percentage increase which the proposed rent represents to the passing rent. In addition, the legislation makes it clear that the Tribunal is unable to account for the personal circumstances of either the landlord or the tenant.
22. The date at which the Tribunal assesses the rent is the effective date contained within the landlord's Notice which, in this instance, is the 1 September 2025. The Tribunal disregards any improvements made by the tenant but has regard to the impact on rental value of disrepair where this is not due to a failure of the tenant to comply with the terms of the tenancy.
23. The Tribunal has carefully considered the submissions before it, alongside its findings from the inspection.
24. It is evident that the Property is in some disrepair, and the Tenant has undertaken improvements at various dates in the past as described above.
25. The considerations to which the Tribunal has had regard include
  - a. the Property's location, in a relatively high value residential neighbourhood in the city with ready access to local amenities
  - b. The Property's configuration and size, being an upper floor flat with separated accommodation and unconventional arrangements of bathroom facilities; also being of a relatively small size for a 1-bedroom home.
  - c. The Property's condition as described, also improvements made by the Tenant.
  - d. Rental values locally.
26. Weighing the parties' evidence against its expert general knowledge of rental values in the locality, the Tribunal determined that the open market rent for the property in good tenable condition is £1,100 per month.
27. Once the hypothetical rent was established it was necessary for the Tribunal to determine whether the property meets the standard of accommodation, repair and amenity of a typical modern letting.

28. It was evident on inspection that the property was in disrepair. The Tribunal therefore finds that, at the proposed commencement date of the new rent, the property was not in a condition consistent with an open market letting. Having regard to this, the improvements made by the Tenant, and also the inconvenient arrangement of the accommodation the Tribunal considers that a 25% deduction (£275) from the open market rental value is warranted to reflect these factors.
29. The Tribunal also considers that further deductions are warranted to reflect the lack of facilities, namely, modern central heating, absence of carpets and curtains and also the value of some minor repairs undertaken at the tenant's expense. The Tribunal values these cumulatively at £75 per month in addition.

### **Determination**

30. Accordingly, the Tribunal finds the adjusted open market rent to be £750 per month.
31. The tenant made no submissions within the written evidence provided to the Tribunal in regard to delaying the effective date of the revised rent on the ground of undue hardship under section 14(7) of the Act. **Accordingly, the rent of £750 per month will take effect from 1 September 2025**, that being the date stipulated within the landlord's 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.
5. Either party seeking to appeal a decision are referred to form RPPTA.