

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HY/MNR/2026/0017
Property	67 Studley Rise Trowbridge Wiltshire BA14 0PD
Tenant	P Zalewski
Tenant's Representative	None
Landlord	G Brahimi
Landlord's Address	12 East End Avenue Warminster Wiltshire BA12 9NF
Landlord's Representative	None
Date of Application	20th January 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS M C Woodrow MRICS
Date of Decision	18th May 2026
Rent Determined	£1,280 per calendar month
Date the new rent takes effect	11th February 2026

REASONS FOR THE DECISION

Background

1. On 10th January 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,300 per calendar month (“pcm”) for the Property in place of the existing rent of £1,100 pcm to take effect from 11th February 2026.
2. On 20th 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 assured tenancy commenced on 11th November 2023 at a rent of £1,100 pcm. The Tenants indicated that they agreed that the notice served was valid.

Allocation of Repairs between Landlord and Tenant.

4. The Landlord is responsible for repairs.

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

5. None.

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. None

The Property

8. The Property is stated to be a terraced house of brick and part rendered elevations all beneath a pitched tiled roof. There is a shared tunnel access to the rear of the Property.

9. The accommodation includes a living room, kitchen, conservatory, utility, 3 bedrooms, bathroom with wc, shower room with wc. Outside there is a garden shed and gardens to front and rear
10. The Energy Performance Rating is 'D'.

Evidence

11. The Tenant provided an application form, the Landlord provided a reply form and the Tenant then provided a reply form to the Landlord's reply.

The Tenant.

12. The Tenant made the following submissions/comments with supporting photographs:
 - a) Ongoing issues with damp and moisture in the kitchen area.
 - b) Garden shed in very poor condition.
 - c) Leaking conservatory roof.
 - d) Living room window not properly sealed.
 - e) Defective fixing to fitted fridge makes it unstable.
 - f) An inspection would allow the Tribunal to fully assess the disrepair.
 - g) The Tenant provided supporting photographs.
 - h) The Tenant provided screenshots of text messages in respect of repairs and rent which date from 5th August 2023.
 - i) The Tenant provided details of comparable properties with asking rents of £1,200 pcm, with no accommodation listed, and £1,150 pcm for a house with only one bathroom.

The Landlord

13. The Landlord made the following submissions/comments:
 - a) The garden shed was not included in the tenancy.
 - b) The Landlord had inspected the property on 9th March 2026 and found no evidence of a leak in the conservatory roof. Windows in the roof must be closed during rainfall.
 - c) The Landlord has inspected the fridge and found it to be satisfactory. The Landlord states that the property is let unfurnished with no white goods.
 - d) The tenancy agreement prohibits subletting but there is evidence that there is more than one adult in residence.
 - e) The extractor fan in the kitchen should be used to minimise moisture when cooking.
 - f) Photographs showing clothes drying indoors, an overgrown garden, the area of mould below a kitchen cupboard but above the worktop

- g) The Landlord provided comparables with asking rents from £1,200 pcm to £1,400 pcm
- h) The Landlord does not consider that an inspection is required but would welcome one if thought necessary.

The Tenant.

14. The Tenant made the following additional submissions/comments:

- a) He disagreed with the Landlord's assertion about an inspection and considered that a hearing would assist the Tribunal in forming an accurate and fair assessment.
- b) The Landlord confirms the presence of mould although attributes this to lifestyle factors.
- c) The lack of mould in the area where clothes are hung to dry.
- d) A photograph of the disputed fridge.
- e) That a second fridge is used to avoid potential damage to the built-in fridge.
- f) A photograph of the tunnel access with signs of recent rainfall.
- g) Photographs of a guttering said to be in need of repair, and an enclosed space said to take air from the bathroom.
- h) There is low water pressure in the second bathroom.
- i) Details of a 3-bedroom cottage in a village, where the bathroom is on the ground floor accessed from the dining room and through the kitchen.

Determination and Valuation

- 15. The Tribunal first considered whether it could reasonably determine a new rent based on the papers provided or whether an inspection or a hearing was necessary.
- 16. Having first considered the submissions from both parties with the photographs provided, the Tribunal determined that the repair issues were all relatively minor in relation to the rent and that no inspection or hearing was necessary.
- 17. The Tribunal was not convinced that there was a continuous problem with rain coming through the conservatory roof and, from the photographs provided, determined that the issue with any condensation or mould was minor.
- 18. The Tribunal determined that the fridge in dispute was fitted and formed part of the tenancy. However, the Tribunal considered this to be a relatively small issue and would only justify a minimal adjustment in rent.

19. The Landlord had argued that the shed was not included in the Tenancy but the Tribunal determined that it was in very poor condition and needs to be removed.
20. Based on the comparables provided and using its own expert, general knowledge of rental values in the area the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,300 pcm. This is the rent we would expect the property to let for in the open market if it was in good general condition and including white goods, flooring and curtains provided by the landlord.

From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) Minor issues relating to the fitted fridge.
- b) Other general wants of repair including minor incidence of mould, purported disrepair to guttering, dilapidated shed.

The full valuation is shown below:

Starting Rent		<u>£1,300</u> pcm
<u>Less</u>		
a) Items given under a) above	£5	
b) Items given under b) above	£15	<u>£20</u>
Market rent		£1,280 pcm

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.
13. The Tenant has made no submission or provided any evidence that the new rent will cause undue hardship in respect of hardship.

Decision

14. Therefore, the Tribunal determines the market rent at £1,280 per calendar month with effect from 11th February 2026, this being the date specified in the Notice.

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.