

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HD/MNR/2026/0012
Property	189 Bristol Road, Frampton Cotterell, Bristol, BS36 2AW
Tenant (Applicant)	Mr A Sienkiewicz
Tenant's Representative	None
Landlord (Respondent)	Mrs Rosalie Turner
Landlord's Address	187 Bristol Road, Frampton Cotterell, Bristol, BS36 2AW
Landlord's Representative	None
Date of Application	10 January 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr J G G Wilson MRICS – Chair Mr J Reichel BSc MRICS
Date of Decision	27 May 2026
Rent Determined	£1,200 per Calendar Month
Date the new rent takes effect	23 January 2026

REASONS FOR THE DECISION

Background

1. On 22 December 2025 Mrs Rosalie Turner served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,200 per calendar month (pcm) in place of the existing rent of £1,150 pcm to take effect from 23 January 2026.
2. On 10 January 2026 under Section 13(4)(a) of the Housing Act 1988 ('the 1988 Act'), Mr Sienkiewicz referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. Mr Sienkiewicz's covering email, Statement of Case and Rents 1 form are all dated 10 January 2026.
3. The landlord would have been required to have sent her reply and evidence (her case) to the Tribunal within 28 days of 10 January 2026. Correspondingly, the tenant would have been required to have sent his reply to the landlord's case within 14 days of receipt of the same.
4. The assured tenancy provided to the Tribunal is for a fixed term of six months commencing 23 September 2017 and is dated the same day. The rental period is monthly.
5. In its Directions dated 20 March 2026 the Tribunal determined that it was satisfied the Respondent's Notice is in a form substantially to the same effect as Form No. 4 and that it has jurisdiction to determine a rent under sections 13 and 14 of the 1988 Act.
6. The Tribunal gave further Directions dated 10 April 2026. The Tribunal considered the application suitable to be determined on the papers and therefore without a hearing (paragraph 5). In addition, the Tribunal confirmed it would not inspect the property but would rely on the papers and seek to view it on the internet (paragraph 6).
7. The landlord was to have sent her completed Statement to the tenant with an electronic copy to the Tribunal by 5 pm on 24 April 2026. Similarly, the tenant was to have sent his completed Statement to the landlord with an electronic copy to the Tribunal by 5 pm on 8 May 2026 (paragraphs 8 and 11).

Allocation of Repairs between Landlord and Tenant.

8. The tenant is required to keep the interior of the property and contents in at least as good and clean condition and repair as they were at the commencement of the

tenancy, with fair wear and tear excepted, and to keep the property reasonably aired and warmed.

9. The tenant is also required to keep the gardens, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants.
10. Under 'General Notes' paragraph 4, section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act') applies. Section 11 requires the landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the property for space heating and heating water.

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

11. Mr Sienkiewicz says furniture is provided under the tenancy and goes on to itemise the fitted kitchen, with integrated appliances (cooker, fridge and dishwasher). The Tribunal notes these are not moveable items of furniture. Mr Sienkiewicz confirms there are no services provided under the tenancy but adds he is charged £62 per annum for sewerage services, which are adjusted annually in line with the provider's annual tariff adjustments.

Liability for Council Tax

12. 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.

13. None that would have an effect either positive or negative on the market rent.

Inspection/Hearing

14. The parties have requested neither an oral hearing, nor an inspection. Accordingly, 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 (see paragraph 6 above).

The Property

15. 189 Bristol Road is a detached single-storey bungalow of traditional brick construction with a pitched tiled roof. From the descriptions given by the parties and the copy floor plan provided, the accommodation comprises:

Ground floor – hall, one living room, two bedrooms, kitchen, one bathroom, one WC, utility room and a storeroom.

Outside – there is a garden, an outbuilding and a shed.

The Tribunal has been provided with a selection of both internal and external photographs of the property.

Frampton Cotterell is to the northeast of Bristol. Bristol Road (B4058) runs in a southwest to northeast direction. No. 189 is on the northern edge of the town with a shared off-street access with 187 Bristol Road.

Evidence

16. Both parties have given Statements in accordance with the Tribunal's Directions, which in turn were copied to the other party. In addition to which, Mr Sienkiewicz has given a Statement of Case coupled with his application.
17. The Tribunal has read the bundle in full. The Tribunal does not refer to all the documents in detail in this Decision, it being impractical and unnecessary to do so. Where the Tribunal does not refer to pages or documents in this Decision, it should not be mistakenly assumed that the Tribunal has ignored or left them out of account.

The Tenant – Mr Sienkiewicz

18. Under section 8 – Improvements, Mr Sienkiewicz says there are none. Mr Sienkiewicz has given a Statement with accompanying documents and photographs, comprising 46 (forty-six) pages.
19. At paragraph 1. Introduction of his Tenant Response Statement, Mr Sienkiewicz says, 'I do not agree that the proposed market rent of £1,500 pcm reflects:
- the actual condition of the property,
 - the level of maintenance,
 - visible deterioration,
 - unresolved repair issues.
 - external environmental impacts,
 - or the overall amenity value of the property.'

20. Mr Sienkiewicz goes on to say he does not agree that an increase of rent to £1,200 pcm is justified. Thereafter Mr Sienkiewicz gives submissions under the headings: lack of improvements, repairs and maintenance concerns, structural and decorative deterioration, external environment and loss of amenity, comparables relied upon by the landlord, and overall rental value. In addition to providing documentary evidence to assist to present his case, Mr Sienkiewicz has provided a selection of internal and external photographs too.
21. The selection of photographs shows inter alia: instances of mould and staining, cracking to walls/ceilings, wear and tear to installations, water damage pursuant to a leak, deterioration to decorations, deterioration of a wall, a collapsed fence, outstanding works, deterioration of a door frame, and a neighbouring site.
22. At Section E and Appendix 4 Mr Sienkiewicz has provided the Tribunal with four comparable lettings listed on Rightmove, in outline as follows:
 1. A two-bedroom terraced bungalow to let in Priory Court, Nettleton, SN14 at £925 pcm.
 2. A two-bedroom detached bungalow to let at £1,400 pcm, address and location not given.
 3. A three-bedroom bungalow to let in Light Close, Corsham, SN13 at £1,150 pcm.
 4. A two-bedroom bungalow to let in Pool Farm, Wotton Road, Rangeworthy, BS37 at £1,200 pcm.
23. Mr Sienkiewicz has not given his opinion of market rent, beyond that an increase to £1,200 pcm is not justified.

The landlord – Mrs Turner

24. Mrs Turner has given a Rent Appeal Statement comprising 68 (sixty-eight) pages which includes a floor plan of the property, an inventory, a selection of internal and external photographs to assist to present her case, comparable lettings evidence drawn down from Rightmove and an email from a local residential lettings' agent.
25. Under 'Features', Mrs Turner confirms that central heating, double glazing, carpets and curtains, and the white goods have all been provided by the landlord. In addition, there is off-street parking, a private garden and an outbuilding.

Neither improvements to the property have been carried since commencement of the tenancy, nor are there any fixed service charges included in the rent.

26. Under 'Disrepairs/Defects...', Mrs Turner says, 'The last inspection of the property was carried out on 2 January 2026 in response to a request for a plumber to be called. All fixtures and fittings were found to be in good working order, with no identifiable disrepairs or defects affecting use of the facilities...There has been no further work carried out to the bathroom or kitchen since the Tenant took residence.' The Tribunal is referred to the Inventory Report and photographs to show the condition of the property at the commencement of the tenancy.
27. Under 'Any Other Comments', Mrs Turner refers the Tribunal to the proximity in metres of the property to the nearest bus stops, a garage forecourt with a shop, a Public House and distances in miles to Bristol City centre, Yate and Parkway railway stations.
28. Mrs Turner says bungalows in Frampton Cotterell and the surrounding area are rarely on the market to let. Scarcity is such that there are currently no like-for-like listings available. Two-bedroom properties in nearby areas are available from £1,350 pcm to £1,450 pcm, but these are either terrace, end of terrace or semi-detached properties. The subject is a detached property, for which Mrs Turner says she did find one such two-bedroom property to let for £1,700 pcm. Mrs Turner goes on to say, in outline, as follows.
 - a) Please see the links and screenshots of the listings found.
 - b) Mrs Turner approached Connells Estate Agents, of whom Mr Keith Mckie of their residential lettings confirmed in his email dated 23 April 2026 the average price is in the region of £1,500 pcm. Mr Mckie caveats that he has not inspected the property, and that he has been obliged to extend the search wider than the usual one-mile radius.
 - c) Mrs Turner concludes to invite the Tribunal to determine a fair and reasonable rent for the bungalow at £1,500 pcm, or such amount as the Tribunal concludes just.
29. The comparable lettings provided by Mrs Turner are summarised as follows:
 - 1) A two-bedroom terraced house on Colliers Break, Emersons Green, Bristol, BS16 to let at £1,350 pcm.
 - 2) A two-bedroom semi-detached house on Guest Avenue, Emersons Green, Bristol, BS16 to let at £1,450 pcm.

- 3) A two-bedroom detached house in Stoke Park, Bristol, BS16 to let at £1,700 pcm.
- 4) A two-bedroom end of terrace house on Donns Close, Patchway, BS34 to let at £1,450 pcm.
- 5) A two-bedroom terraced house on Bampton Croft, Emersons Green, Bristol, BS16 to let at £1,450 pcm.

Determination and Valuation

30. Whereas the Tribunal has read all the contents of the bundle (the papers), it limits its discussion and considerations to those points relevant to reach its determination.
31. Both parties have provided the Tribunal with a Statement coupled with documents, photographs and comparable evidence to assist to present their cases and to assist the Tribunal. The Tribunal notes that Mrs Turner proposed a new rent of £1,200 pcm in her Notice and increased this to £1,500 pcm in her Statement.
32. From the submissions given by the parties on rental value and its own expert, general knowledge of market rents in the area, the Tribunal determines the market rent of the subject property modernised and in good order to be £1,300 per calendar month. That 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 having white goods, central heating, double glazing, carpets and curtains provided by the landlord.
33. Mrs Turner has provided the Tribunal with both the inventory and a selection of photographs of the property when the tenancy commenced in 2017. In addition, Mrs Turner has confirmed the most recent inspection of the property was in January 2026. Mr Sienkiewicz has provided the Tribunal with both descriptions and photographs to show various instances of disrepairs, defects and general wear and tear at the property. To attribute a sum to each instance of the same is unnecessary and impractical as in most cases the individual effect on market rent is *de minimis*. However, the Tribunal has determined an adjustment is required to the market rent to reflect the deterioration in condition and general wear and tear at the property with the passage of time since the tenancy commenced.

34. Mr Sienkiewicz says there is a loss amenity associated with the neighbouring site. There is neither evidence before the Tribunal as to when the site was initially occupied, nor any evidence of enforcement action of any description having been issued. Nevertheless, the Tribunal has determined an adjustment is required to the market rent to reflect the property's location, being adjacent to a site, when compared with the comparable lettings which from the evidence provided are not so.
35. Following what the Tribunal says in paragraphs 33 and 34 above, the valuation is as follows:

Starting Rent £1,300 pcm

Less

- a) Deterioration in condition/wear and tear - £75 pcm
- b) Location - £25 pcm £100 pcm

Market rent £1,200 pcm

Undue Hardship

36. 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.
37. As a result of our decision the rent will increase the current rent payable of £1,150 per month by £50 per month, up to £1,200 per month. Mr Sienkiewicz has not given any submissions that an increase in rent would cause him undue hardship. Accordingly, the Tribunal confirms the starting date for the new rent of £1,200 per calendar month to be that in the notice – 23 January 2026.

Decision

38. Therefore, the Tribunal determines the market rent at £1,200 (One Thousand Two Hundred Pounds) per calendar month with effect from 23 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.