



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/00HD/MNR/2026/0131
Property	:	6 Walnut Way, Emersons Green Bristol, BS16 7GX
Tenant	:	Adekola Adewoyin and Adebamowo Adewoyin
Tenant's Representative	:	
Landlord	:	Mr and Mrs G Keates
Landlord's Address	:	43 Ham Farm Lane Emersons Green, Bristol, BS16 7BW
Landlord's Representative	:	Countrywide Residential Lettings
Type of Application	:	Section 13 Housing Act 1988 – determination of market rent
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Simon Hodges FRICS
Date of Decision	:	13 July 2026
Rent Determined	:	£1,400 per calendar month
Date the new rent takes effect	:	30 June 2026

REASONS FOR THE DECISION

Background

1. On 24 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,450 in place of the existing rent of £1,400 per pcm to take effect from 30 June 2026.

2. On 04 May 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 Tenant's referral was received by the Tribunal on 04 May 2026.
4. The assured shorthold tenancy commenced on 30 June 2025 for a term of 12 months to 30 June 2026. The tenancy has continued as a rolling periodic tenancy.

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985

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

6. No service charges are included in the rent or charged in addition to the rent.
7. No furniture is provided by the Landlord.

Liability for Council Tax

8. 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

9. There were no other terms in the tenancy agreement relevant to market rent determination.

Inspection/Hearing

10. There was no inspection. The Tenants' application form indicated that they did not think an inspection was required. The Landlord did not provide substantiated reasons for an inspection in their Form 1A.
11. Neither party requested an oral hearing.
12. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

The Property

13. The Property is a terraced house with 2 bedrooms, 1 bathroom, a kitchen, lounge/diner and downstairs WC. There is also:
 - a. Gas Central Heating
 - b. Double Glazed Throughout
 - c. Garden

Evidence

14. Both the Tenant and the Landlord returned the Tribunal's form:
 - a. From the tenants
 - Rents 1 – attaching Form 4, rental agreement, comparables, floor plan
 - Rents 1 B
 - b. From the Landlord:
 - Rents 1A

The Tenant

15. The Tenant made the following comments
 - a. The rent should be £1,380
16. In terms of rental evidence, the Tenant had provided an advert for a 2-bed terraced house in Walnut Way, Emersons Green, for £1,400 pcm.
17. In Rents Form 1B, the Tenants stated
 - a. The comparable property was built in the same development in 2016 and is located directly opposite the subject property on Walnut Way. Both properties were constructed and sold at the same time and share substantially similar features. In fact, the comparable property includes additional features such as fitted wardrobes in one of the bedrooms.
 - b. The Landlord's comparable properties provided by the Landlord are not like-for-like comparisons. One of the properties benefits from an en-suite bathroom to the master bedroom, while another

includes a garage, neither of which are features of the subject property. These differences materially affect rental value.

The Landlord

18. The Landlord made the following comments
 - a. The property was only built in 2016, making the property only 10 years old. Which means compared to older properties within the same postcode, it has newer appliances such as bathroom and kitchen. It benefits the Tenants by having an EPC rating of a B making the property extremely energy sufficient and saving them money on bills compared to the average D rating across the UK. The property also has a parking space which is an extra benefit to the Tenant. Property boasts of two double bedrooms compared to other two bedrooms which may only be 1 double and 1 single.
 - b. The Landlords have confirmed they would like to proceed with the rent proposed on the Section 13 notice. This is due to multiple factors, personally the payments that the Landlord has to cover such as the mortgage has increased. To give some examples
 - the mortgage has increased by £153 per month, this year.
 - The green space charges set by the developer has increased to £6 and insurance has increased by £15.28.
 - All of this factors into the Landlords' costs.
 - c. There is also evidence of similar style properties within a 1 mile radius that have let successfully for the rent proposed.
19. The following comparables were provided by the Landlord:
 - a. 2-bed – terraced house – allocated parking – master en-suite - £1,450
 - b. 2-bed – semi – garage and parking – new carpets - £1,450

Determination and Valuation

20. The rental submissions provided by the Tenants and the Landlord were considered generally to be of use.
21. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Tenants and the Landlord, the Tribunal considers that the market rental of the subject

Property, modernised and in good order, would be in the order of £1,400. The Tenants' comparable evidence was preferred; the Landlord's comparable evidence had benefits that the subject Property did not have, e.g., an en-suite, new carpets and or a garage.

22. 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 white goods and curtains provided by the Landlord.
23. From this level of rent, the Tribunal has made no adjustments.

Undue hardship

24. 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.
25. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date.
26. The Tenant gave the following details regarding undue hardship: Due to the general cost of living.
27. The Landlord responded that their letting agent referenced the Tenants last year, which included an employment reference which states that they would be able to pay the increased rent with their salary. Therefore, we would need confirmation that their salary has decreased.
28. In light of the lack of financial breakdown, the Tribunal cannot make a finding of financial hardship.

Decision

29. Therefore, the Tribunal determines the market rent payable for the subject property at £1,400 per calendar month with effect from 30 June 2026.

Name: Tribunal Judge Bowden

Date: 13 July 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.