



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/00HA/MNR/2026/0138
Property	:	52 Midsummer Buildings, Bath, Somerset, BA1 6JH
Tenant	:	Filip Purski and Luyao Li
Tenant's Representative	:	
Landlord	:	Oliver Grassi and Naomi Grassi
Landlord's Address	:	1A Mile End, London Road, Bath, BA1 6PT
Landlord's Representative	:	Zest Property Services Ltd
Type of Application	:	Section 13 Housing Act 1988
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Simon Hodges FRICS
Date of Decision	:	13 July 2026
Rent Determined	:	£1,350 per calendar month
Date the new rent takes effect	:	05 May 2026

REASONS FOR THE DECISION

Background

1. The Landlord served a notice under Section 13(2) of the Housing Act 1988 proposing a new rent of £1,400 per calendar month (pcm) in place of the existing rent of £1,325, to take effect from 05 May 2026. The Form 4 notice is undated, but the Tenants have confirmed that they agree that the Form 4 notice is valid.

2. 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 05 April 2023 for a term of 12 months. 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

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

6. No services are included in the rent or charged separately.
7. Some furniture is included:
 - Ikea box cabinet x2 (in living room)
 - Ikea wardrobe (in bedroom one)
 - Bed frame (in bedroom one)
 - Electric stove (in kitchen)
 - Tall fridge/freezer (in utility room)
 - Washing machine (in utility room)
 - Short fridge (in kitchen)

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. Clause 4.5. says:

4.5 Rent Increase (if applicable)

4.5.1. The Landlord can increase the Rent every twelve months on the anniversary of the date on which the Tenancy began ("the Rent Increase Date"). For the avoidance of doubt this means that the Rent may increase

on 5th April each year. The increase is to be calculated according to the rise in the Retail Prices Index from the start of the Tenancy or the anniversary date whichever is the later. To avoid doubt if the Landlord does not increase the rent in any year this will not affect the Landlord's rights to increase the Rent in subsequent years.

Inspection/Hearing

10. There was no inspection. The Tenants on Form Rents 1 ticked the box indicating 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 ground floor flat with
 - a. Two Bedrooms - One Hallway - One Bathroom - One Kitchen - One Utility Room - One Living Room
 - b. Laminate floor in bed 1, hallway, kitchen, living room, kitchen, utility room
 - c. Carpet is in Bed 2
 - d. There is double glazing
 - e. The main heating is electric storage heaters (tenant describes these as old)
 - f. Hot water via electric immersion.
 - g. Low energy lighting
 - h. Garden with small wooden building/shed

Evidence

14. Both the Tenant and the Landlord returned the Tribunal's forms. The Tribunal had:
 - a. From the Tenant:

- MR1 (attaching Form 4, rental agreement, payment schedule, images external and internal).
- MR3

b. From the Landlord:

- MR2 (attaching messages and the Best Price Guide)

The Tenant

15. The Tenant made the following comments in their application:

- a. They had undertaken some improvements (wall prep and painting bed 2, wall prep and painting, new shelves and stick on floor tiles in bathroom, door prep and painting and handles for 6 x doors).
- b. They had undertaken some repairs - but were unsure if these were their responsibility (floors and skirting boards).
- c. They thought market rent was £1,300

16. In terms of rental evidence, the Tenant had provided five examples from “Right Move” which showed similar properties to the Property with rents ranging from £1,300 pcm for not fully renovated properties and £1,450 pcm for fully renovated properties.

17. In reply to the Landlord, the Tenants said

- a. The evidence demonstrates that £1,400 pcm is the correct open market rent for the subject property, 52 Midsummer Buildings, in its current condition.
- b. The landlord's evidence relied heavily on general market data and comparable properties.
- c. Whilst useful as an indicator, this did not take into account the actual condition, specification, and amenities of 52 Midsummer Buildings.
- d. A number of the comparable properties offer features and attributes that are superior to those available at 52 Midsummer Buildings. This includes modern and fully renovated interiors, balconies, multi-floor properties, river views, allocated parking or permit parking, communal gardens, furnished accommodation, as well as other amenities.

- e. The landlord's evidence does not explain what adjustments, if any, have been made to account for these differences.

The Landlord

- 18. The Landlord made the following comments
 - a. The best price report had comparables for 2-bed, garden or balcony apartments that have let within a one-mile radius of the property, 52 Midsummer Buildings, in the last 6 months.
- 19. The landlord has produced 11 comparables including the following:
 - a. 2-bedroom apartment – Off-street parking for one car - £1,400
 - b. 2-bedroom apartment - One allocated parking space - £1,400
 - c. 2-bedroom apartment - Sparkling ground & first-floor Maisonette - Gas central heating. - Five minutes' walk to city centre - £1,425
 - d. 2-bedroom apartment - Fully furnished - Residents parking - Beautiful communal gardens £1,425
 - e. 2-bedroom apartment – no details - £1,440
 - f. 2-bedroom apartment – Open plan kitchen and living area - Private courtyard garden - Parking space for one car - Gas central heating - £1,475
 - g. 2-bedroom apartment - A contemporary two-bedroom ground-floor apartment - Located a stone's throw from Bath city centre - Spacious living room with a feature fire - Open plan fitted kitchen with stone work surfaces - Two good sized double bedrooms A beautiful bathroom - Communal gardens on the banks of the River Avon - On-street permit parking - £1,500

Determination and Valuation

- 20. The rental submissions provided by both the Tenants and the Landlord were generally considered useful. The Tribunal noted that many of the 2-bedroom properties put forward by the Landlord were either in better condition, had a parking space and/or had gas central heating. The photographs provided with the comparables and the subject property were helpful in allowing the Tribunal to assess the nature and condition of the accommodation.

21. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by both the Tenants and the Landlord, the Tribunal considers that the market rental of the subject Property, modernised, with gas central heating, and in good order, would be in the order of £1,450 pcm. 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.
22. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a. The condition of the Property relative to the comparable properties.
 - b. The fact that the property had electric heating.
23. The full valuation is shown below:

Starting Rent	£1,450 pcm
Less	
a) Items given under a) above	£50
b) Items given under b) above	£50
Subtotal	£100
Market rent	£1,350 pcm

Undue hardship

24. The tenant did not advance an undue hardship argument.

Decision

25. Therefore, the Tribunal determines the market rent payable for the subject property at £1,350 per calendar month, with effect from 05 May 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.