

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HC/MNR/2026/0193
Property	Flat 4 Osbourne Court, 1 Ashcombe Road, Weston-Super-Mare BS23 3DS
Tenant	Viktorija Chvirago
Tenant's Representative	N/A
Landlord	Richpur Limited
Landlord's Address	Greystone House, 198-200 High Street, Worle, Weston - Super – Mare, BS22 6JD
Landlord's Representative	Bloxham & Barlow Ltd
Date of Application	15 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Ms S Greer
Date of Decision	1 September 2026
Rent Determined	£1,030 per calendar month
Date the new rent takes effect	28 June 2026

REASONS FOR THE DECISION

Background

1. On 23 March 2026, the Landlord, acting by his agent Bloxham & Barlow Ltd served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1032 per calendar month in place of the existing rent of £965 per calendar month to take effect from 28 June 2026. This being an increase of £67 which equates to approximately 7%.
2. On 15 June 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 tenancy is an assured shorthold tenancy granted to the Tenant by an agreement dated 28 March 2022 at a rent of £770 per calendar month payable in advance. The rental period is monthly, and the tenancy was for a period of 6 months. Therefore, this is an assured periodic agreement.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.
5. The Property is let unfurnished. The Tenant is responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

6. Service charges are not payable by the Tenant for the Property.
7. No furniture is provided
8. The rent is exclusive of charges for utilities.

Liability for Council Tax

9. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

10. The Tenant requested an inspection of the Property. The Tribunal considered this request and, on the 21 July 2026, determined that the Tribunal would not undertake an inspection as there was sufficient photographic evidence to make a decision in respect of the condition of the property.
11. The Tenant has asked the Tribunal to consider her previously submitted holiday dates (18th August to 5th September) when scheduling any physical property inspections or proceedings. As this matter is to be determined on the papers this request is not considered relevant.

The Property

The Property is a purpose built first floor flat built around 2015 forming part of a three-storey block with stone elevations under a pitched roof with photovoltaic panels installed. The accommodation comprises living room/kitchen, two bedrooms, bathroom. The property has an EPC of B which is above average and a stated floor area of 66m².

The Property benefits from an allocated parking space, double glazing, gas central heating, and laminate floor coverings.

The Property is convenient to the town centre and local amenities.

Evidence

12. Both the Tenant and the Landlord's agent provided comprehensive written statements with comparable evidence, schedule of condition, short videos and helpful photographs.

The Tenant.

13. The Tenants made the following comments:
 - a) Unaddressed Contractor Negligence & Property Damage:
 - b) Tenant's improvements include replacement kitchen tap, new door handles, new letterbox.
 - c) The majority of the flats in the block have been refurbished with the exception of the subject flat which has the original specification, and the rent should reflect its condition.
 - d) Cosmetic repairs undertaken by the Landlord's contractor to a poor standard which include laminate flooring gapping, plaster cracks and paint peeling on ceiling in the bathroom, screen over the bath not fitting

properly causing water leakage, flat roof in the lounge over bay has water ingress circles on the ceiling. flooring under laminate in the hall left of bathroom feels spongy.

- e) Three short videos were provided which show the kitchen tap leaking, a small area of defective flooring and leaking pipework to the lavatory.
- f) The block is approximately 10 years old and the fittings are becoming dated and worn.
- g) The Tenant provided details of ten flats to let in the area advertised on Zoopla:

A schedule of 10 properties considered to be comparable.

Longbridge Way	2 bed flat	£1000 pcm
Orchard Place	2 bed flat	£850 pcm
Paragon Road	2 bed flat	£995 pcm
Southside	2 bed flat	£1000 pcm
Stanley Road	2 bed flat	£900 pcm
Wynter Road	2 bed flat	£995 pcm
Ebdon Road	2 bed flat	£950 pcm
Ashcombe Road	2 bed flat	£895 pcm
Kew Gardens	2 bed flat	£995 pcm
Locking Road	2 bed flat	£995 pcm

- h) For these reasons the Tenant is of the opinion the current rental value should be £965.

The Landlord

14. The Landlord made the following comments:

- a) The Landlord states they have let four flats in the same block which range from £1,150-£1180 per month.

Flat 1, Osborne Court - £1,180.00 per calendar month (let in March 2025)

Flat 2, Osborne Court - £1,150.00 per calendar month (let in December 2025).

Flat 3, Osborne Court - £1,150.00 per calendar month (let in August 2025).

Flat 7, Osborne Court- £1,150.00 per calendar month. (let in August 2025).

- b) Cosmetic repairs have been undertaken by Landlord's contractor.
- c) The block was built in 2016 and the schedule of condition confirms the flat was in good condition when the Tenant took occupation in 2022.
- d) The video evidence and photographs refer to historic defects which have been resolved.
- e) The Landlord provided a Rightmove Best Price Guide within a 0.25-mile radius with rental values ranging from £1,100-£1450 per calendar month.
- f) The flats that were vacated and relet have the original kitchen and sanitary fittings and were redecorated prior to re-letting.

Determination and Valuation

- 15. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenant.
- 16. The Tribunal is grateful to both parties for the comparable evidence they have provided. All of the evidence relied upon by both parties (other than the four lettings in Osbourne Court) consists of advertised asking rents rather than achieved rents. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property may in the event let at a figure above or below the rent at which it was advertised.

Determination and Valuation

- 17. Relying on its own expert, general knowledge of rental values in the Weston-Super-Mare area together with the comparable evidence provided by the parties the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £1,150 per month. This is the rent

we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.

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

- a) Tenant improvements
- b) The defective laminate flooring.

18. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £150 should be applied in order to take account of the of the above matters. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

The full valuation is shown below:

Starting Rent	<u>£1,150 pm</u>
<u>Less</u>	
a) Items given under a)-b) above	<u>£120</u>
Market rent	£1,030 pm

Decision

19. Therefore, the Tribunal determines the market rent at £1,030 per calendar month with effect from 28 June 2026 being the date in the Landlord's 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.