

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HB/MRA/2026/0010
Property	357A Church Road, St. George, Bristol, BS5 8AQ
Tenant	Tatiana Nurse
Tenant's Representative	n/a
Landlord	Patricia Rosemary Barson
Landlord's Address	141A Bath Road, Atworth, Melksham, Wiltshire SN12 8JU
Landlord's Representative	Hayley McPhail, Romans
Date of Application	22 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Gethin – Chair Mr M Ayres FRICS
Date of Decision	3 September 2026
Rent Determined	£900.00 pcm
Date the new rent takes effect	5 September 2026

REASONS FOR THE DECISION

Background

1. On 26 May 2026, the Landlord's agent served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £945.00 per calendar month (pcm) in place of the existing rent of £900.00 pcm to take effect from 5 August 2026.
2. On 22 June 2026, under Section 14(3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The date the tenancy commenced is in dispute, but the Landlord states it is 5 July 2024. The rental period is monthly.

Validity of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid as the tenancy commenced on 5 June 2006 for an undisclosed term and thereafter continued as a statutory periodic tenancy.
5. In response, the Landlord has stated that they consider the notice valid because the commencement date is the date that Romans took over as the letting agent.
6. Neither party provided the Tribunal with a copy of the tenancy agreement but there is evidence from the exchange of texts between the Tenant, and somebody called Simon in July 2023 that the Tenant was in occupation before 5 July 2024. The last rent increase is stated to have taken place on 5 August 2025, and the Tenant does not dispute this.
7. In considering whether the notice is invalid, we must consider whether a reasonable tenant, reading the notice as a whole, understand what tenancy is being referred to and when the landlord proposes the increase to take effect. Whilst the wrong tenancy commencement date is stated, the proposed date for the rent increase is in fact valid and the notice would be perfectly clear to a reasonable tenant, and we therefore regard the error as immaterial.

Allocation of Repairs between Landlord and Tenant.

8. 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.

9. None.

Liability for Council Tax

10. 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.

11. None.

Inspection/Hearing

12. Neither party requested an oral hearing. The Tenant requested an inspection of the Property, but this was request was refused further to the Order of Judge MacQueen dated 6 August 2026. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

13. The Property is a ground floor flat forming part of a converted building, offering the following accommodation:

Kitchen, lounge, one bedroom, bathroom with full suite including shower, under stairs utility cupboard and patio.

The Property benefits from gas central heating and double glazing.

Evidence

14. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply). The Tenant also provided a 33-second audio file and an 8-second video.

The Withdrawal of the Notice of Increase and the Condition of the Property

15. The Landlord's agent confirmed to the Tribunal by email on 7 July 2026 that it no longer seeks to rely upon the notice of increase as the Landlord has sought to terminate the tenancy.
16. In response by email on 8 July 2026, the Tenant has not withdrawn the application as the "*application handles long-term infrastructure failures, including systemic foundation subsidence, collapsed drainage networks, and a prolonged infinite loss of amenity spanning several years*". In the application, the Tenant submitted that the rent should be reduced to £650 pcm because of the condition of the Property and that upon raising her concerns regarding the condition, the Landlord had served a retaliatory notice of increase.
17. The Tenant alleges a substantial number of defects including structural movement, sloping floors, deteriorating drainage, defective glazing, malfunctioning extractor fans, damp and mould, rodent activity, deteriorating kitchen units and blocked gutters. The Tenant also produced photographs, audio and video recordings and detailed written schedules of the matters complained of.
18. The Tribunal accepts that complaints concerning these matters were raised with both the managing agents and Bristol City Council and that concerns regarding the condition of the flat had existed over a significant period.
19. We find that the Tenant has refused entry to the Property for the Landlord or her agent to better understand the matters complained of, but the Tribunal has the benefit of a letter from Bristol City Council dated 10 July 2026 following an inspection carried out by Ffion Davies, Senior Environmental Health Officer, that considers all of the matters placed before the Tribunal regarding the condition of the Property.
20. In Ms Davies' letter, the Council recorded that the Tenant had reported rodent activity and scratching noises in the ceiling void. Although the officer was unable to confirm the existence of

an active infestation during the inspection, the Council strongly advised the Landlord to instruct pest-control contractors and undertake pest-proofing measures.

21. The Council also recorded the Tenant's concerns regarding subsidence, collapsed drainage and drainage failures. Importantly, however, the inspecting officer stated that she was unable to establish signs of subsidence or evidence of collapsed drainage during her inspection, although she recommended that the claims be investigated further.
22. The Tribunal attaches significant weight to this independent evidence. It supports the existence of genuine concerns requiring investigation, particularly regarding potential pest activity, but it does not establish that the more serious structural allegations made by the Tenant have been proven.
23. Since a Tribunal only considers the condition of the Property as part of the exercise in determining what the market rent should be having regards for the condition and does not award any damages for historic allegations of disrepair, we have a limited jurisdiction.
24. The Tribunal's jurisdiction arose upon the Tenant's reference of the section 13 notice and, notwithstanding that the Landlord has subsequently and unequivocally stated it no longer seeks to rely upon the notice, the Tribunal has jurisdiction to determine this application.

Decision

25. Given the Landlord's confirmation that it no longer seeks to rely on the notice, but absent evidence from Ms Davies in support of the majority of the Tenant's allegations regarding the condition of the Property, we determine that the market rent should continue to be £900 pcm. We do not accept that the Tenant's evidence warrants a reduction in the existing rent.

Undue hardship (*only if an application has been made by the Tenant*)

26. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
27. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says she will be caused undue hardship because she is subject to an Individual Voluntary Arrangement ("IVA") and provided evidence in support of the IVA's existence.
28. The Landlord responded to the Tribunal on 10 July 2026 that it had withdrawn the rent increase having received notification of the IVA after the Notice of Increase had been served.
29. As a result of our decision the rent will not increase. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and accordingly sets the starting date for the new rent as 5 September 2026.

Decision

30. The Tribunal determines the new rent amount at £900.00 per calendar with effect from 5 September 2026 which is the same as the existing rent.

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.