

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HY/MRA/2026/0025
Property	100 Mortimer Street, Trowbridge, Wiltshire BA14 8BN
Tenant	Mrs Cheryl Cronnie & Mr Andrew McCallion
Tenant's Representative	n/a
Landlord	Mrs Diane Stallard
Landlord's Address	12 Horse Road, Hilperton, Trowbridge, Wiltshire BA14 7pe
Landlord's Representative	Richard Candy, Lettings-R-Us
Date of Application	10 July 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	£1,070.00 per calendar month
Date the new rent takes effect	12 September 2026

REASONS FOR THE DECISION

Background

1. On 7 May 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,170 per calendar month (pcm) in place of the existing rent of £1,070 pcm to take effect from 12 July 2026.
2. On 10 July 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 tenancy commenced on 12 October 2013. The rental period is monthly. The Landlord is named as Diane Stallard on both the tenancy agreement and in the Form 4A proposing a new rent.
4. An application for late evidence was made by a Mr Paul Stallard on 28 August 2026. Mr Stallard had not sought the Tenants' views before making the application. Mr Stallard asserts that he is the landlord having taken *"over these houses in 2023 prior to that they were in my father's name and part of a complex inheritance estate. All 6 of the properties had to be re-mortgaged and in 2023 the payments doubled"* and that Mrs Stallard is his support worker.
5. Mr Stallard has not evidenced that he is the freeholder of the Property or that the tenancy has been assigned to him as landlord. We have considered Mr Stallard's submissions but find that Mrs Stallard remains the landlord.
6. The late evidence includes Mr Stallard's submissions in response to the Tenants' MR3 form, the statement of Mr Perran Woolfrey dated 29 July 2026 and schedule of Maintenance Work. Mrs Stallard and Mr Stallard had already been informed by the Tribunal in its email sent at 2:56pm on 20 August 2026 that *"The landlord does not get a further opportunity to respond upon receipt of the MR3 form"*. Nevertheless, we have decided that it is in the interests of justice to admit Mr Stallard's statement together with the statement of Mr Perran Woolfrey dated 29 July 2026 and schedule of Maintenance Work.

Allocation of Repairs between Landlord and Tenant.

7. 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.

8. None.

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.

Any other terms of the tenancy taken into consideration in determining the rent.

10. The tenancy includes the use of a garden.

Hearing

11. Neither party requested an oral hearing. 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

12. The Property is a modern two-bedroom mid-terrace house arranged over two floors. According to the tenancy and application material it comprises a living room, kitchen, downstairs WC, two bedrooms and a bathroom. It benefits from gas central heating, double glazing and a garden.
13. The photographs supplied by the Tenants show a generally functional property in reasonable decorative order. However, the photographs and accompanying evidence also demonstrate that many fittings, floor coverings and elements of the kitchen and bathroom are of some age and have experienced wear associated with long occupation.
14. The exterior of the property appears typical of a modern terrace development.

Evidence

15. The parties completed the relevant MR1 (tenants), MR2 (landlord) and MR3 (tenants' reply). We also had regard for the late evidence referred to above.

The Tenants

16. The Tenants contend that the property has suffered from long-standing maintenance issues throughout their 13-year occupation. They say numerous repairs were reported repeatedly through the letting agent but were not carried out until formal complaints were made. Particular issues included worn floor coverings, deteriorating kitchen units, damaged flooring, broken sockets and wall tiles. They maintain that recent works were remedial repairs rather than improvements or modernisation.
17. The tenants accepted that some works have recently been carried out but contend the Property remains below the standard of genuinely comparable properties in the locality.
18. They rely on extracts from the property portal "*On the Market*" and "*Open Rent*" for apparently two adjoining terraced house on New Road both advertised at £975 per month which the Tenants contend should be the market rent.

The Landlord

19. The Landlord or Mr Stallard contend that:
 - a) they had contacted Connells who had advised on 9 June 2026 that, if remarketed, the Property should be advertised at £1,150 pcm based on a Best Price Guide.
 - b) the Property is not in disrepair and that the only outstanding works are new vinyl flooring in the kitchen and bathroom which by the time of the hearing had been done.
 - c) they rely upon inspection reports carried out by the Landlord's representative regarding the condition of the Property.

- d) following her own visit on 27 August 2026, the Landlord accepts that the small bedroom carpet needs replacing, that it would be better if a new kitchen light fitting was installed and that the kitchen requires upgrading next year.

Determination and Valuation

- 20. The Tribunal considers the comparables provided by the Landlord in the Best Price Guide are relevant to this matter. The property advertised at £1,200pcm would appear to an outlier and as the only property with a higher rent does not support the proposed rent of £1,170 pcm. The rental submissions provided by the Tenant were at a lower rent and we queried whether these were adjoining properties or the same property advertised on two sites, but in any event we find that does not reflect the general market.
- 21. The Tribunal accepts that the Property benefits from gas central heating, double glazing and a garden and is situated within a modern residential development in Trowbridge. The photographic evidence demonstrates that it is generally habitable and maintained to a reasonable standard
- 22. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,100 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.
- 23. The Tribunal also accepts that a number of repairs and replacements have been undertaken only recently. The evidence before the Tribunal, including the tenant's contemporaneous correspondence, photographs and detailed MR3 statement, persuades the Tribunal that there were long-standing issues relating to wear, fittings and floor coverings which affected the overall standard of the accommodation for a considerable period. However, we do not make an adjustment for historic disrepair.
- 24. The Tribunal does not treat delayed repairs as equivalent to improvements. Whilst the recent works have improved presentation and condition, they are largely properly characterised as remedial maintenance restoring the property to a reasonable standard rather than significant enhancement of the accommodation
- 25. The Tribunal would normally assess a market rent for the Property in fully maintained condition and then make such allowances as are necessary to reflect any inferior condition, age of fittings, worn floor coverings and any remaining disrepair established by the evidence
- 26. From the level of market rent, the Tribunal has made adjustments in relation to the following:
 - a) The unmodernised kitchen and poor standard of the repair to a broken drawer of the Property relative to the comparable properties.
 - b) Issues with the condition of the Property which reduce its value including the worn carpet.

The full valuation is shown below:

Starting Rent	<u>£1,100.00 pcm</u>
<u>Less</u>	
a) Items given under a) and b) above	£30.00
Open-Market rent	£1,070.00 pcm

Undue hardship

27. 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.
28. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tribunal accepts that the Tenants' financial circumstances are modest. However, the evidence provided consists solely of a short statement and no supporting financial documentation has been provided. Following consideration of the evidence, the Tribunal must determine whether the statutory threshold of undue hardship is established
29. The Landlord did not respond to the Tenants' application for postponement due to hardship.
30. As a result of our decision the rent will not increase. Consequently, the determination will not cause undue hardship and accordingly the Tribunal sets the starting date for the new rent as 12 September 2026.

Decision

31. The Tribunal determines the new rent amount at £1,070.00 per calendar with effect from 12 September 2026 as this is lower than the proposed rent of £1,170.00 per calendar month.

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.