

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/40UC/MNR/2026/0084
Property	Anfian, Moorland, Bridgwater, Somerset TA7 0AX
Tenants	Mr Adrian Dunnbar & Mrs Helen Dunbar
Tenants' Representative	None
Landlord	Miss Deborah Mills
Landlord's Address	Chilcote Manor, Chilcote Lane, Wells, Somerset BA5 3DX
Landlord's Representative	None
Date of Application	31 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Gethin – Chair Mr S Hodges FRICS
Date of Decision	7 September 2026
Rent Determined	£1,045.00 per calendar month
Date the new rent takes effect	1 April 2026

REASONS FOR THE DECISION

Background

1. On 10 February 2026, Beryl Pyne served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,027.50 per calendar month (pcm) in place of the existing rent of £877.50 pcm to take effect from 1 April 2026. The notice was served by Sarah Westwood as agent on behalf of Mrs Pyne who was one of three joint tenants of the freehold of the Property at the time.
2. On 31 March 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. The Tenant completed the Tribunal's *Rents 1* Form on 17 April 2026.
3. The assured tenancy commenced on 1 May 1993 for a term of 2 years at an initial rent of £300 pcm and thereafter continued as a periodic rolling tenancy. The rent has been increased over time, including by way of Tribunal determined rents on 3 October 2022 and 17 July 2024. The rental period is monthly.
4. On or around 27 April 2026, the Miss Mills purchased the freehold of the Property and thereby became the Landlord. That is not in dispute. The Tribunal directed that Miss Mills be substituted as the Landlord and afforded the opportunity to file a response.

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

5. Since 1 May 2026, as a consequence of the Renters' Rights Act 2025, the Tribunal has the power to determine whether a notice served on the tenant on or after 1 May 2026 under section 13(2) is valid.
6. That does not apply to the present notice which was served before 1 May 2026, but the Tribunal has had regard for the Tenants' submissions. The Tenants submit that the present notice, and earlier notices, are not valid because Mrs Pyne had failed to comply with the requirements of section 3 of the Landlord and Tenant Act 1985 ("LTA 1985" – duty to inform tenant of assignment of landlord's interest) and section 48 of Landlord and Tenant Act 1987 ("LTA 1987" – Notification by landlord of address for service of notices).
7. The Tenants submit that if none of the increases were valid, the market rent payable should be that in the original tenancy, namely £300 pcm, as the Tenants had been told that the landlords at the time had not intended to increase the rent as the monies collected were to be paid into a trust fund.
8. Earlier notices dated 14 June 2022 and 5 February 2024 are already subject of Tribunal determinations dated 3 October 2022 in CHI/40UC/MNR/2015/0088 and 15 July 2024 in CHI/40UC/MNR/2024/0104 respectively. The validity of those notices was not capable of being challenged at the time, and the Tenants cannot do so now. The time to appeal those determinations has long since passed.
9. With regard to the present notice, Mr Dunbar was asked to refer the Tribunal to where failure to comply with s.3 LTA 1985 or s.47 LTA 1987 would prevent the Landlord from serving a s.13 notice or prevent the Tribunal from determining a rent following referral of such a notice. He was not able to do so.

10. Mrs Pyne was one of three registered owners of the freehold of the Property. Given the registered restriction at the time, the freehold of the Property was held as tenants-in-common.
11. The requirements of s.3(1) LTA 1985 are that a new landlord must give notice in writing to the tenant of the assignment and of the new landlord's name and address. There is no prescribed form as to how notice in writing must be given. The Tenants submit that Mrs Pyne never did so. The new landlord commits a summary offence if they fail to comply with the requirements of s.3(1) LTA 1985.
12. The requirements of s.48 LTA 1987 are that a landlord must furnish the tenant with an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant. There is no prescribed form as to how notice in writing must be given. Where a landlord fails to comply with s.48(1), any rent, service charge or administration charge is treated as not being due until the tenants are furnished with such an address.
13. The Tenants submit that Mrs Pyne never did so and that the s.48 notice signed by an agent on behalf of Mrs Pyne is invalid because it was not signed by herself. Evidently the Tenants held the address at which notices may be served. The Tenants had given Mrs Pyne's address in their application in these proceedings and there was no evidence that service of pleadings was in issue during the county court proceedings in 2019 in which they were declared to be assured tenants.
14. The Landlord was unable to comment as the s.13 notice was served before she purchased the freehold.
15. The Tribunal finds that there are existing statutory remedies for failure to comply with the requirements of s.3 LTA 1985 and s.48 LTA 1987, but that they do not include voiding or making voidable a s.13 notice or prevent the Tribunal from determining the rent.
16. We find that the notice would have been valid in any event, that Miss Mills is bound by the s.13 notice, and it is the Tribunal's task to determine the market rent following a referral of the notice.

Allocation of Repairs between Landlord and Tenant.

17. 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.

18. No furniture is provided under the tenancy. The tenants confirmed in their application that no furniture, services or separately charged service charges are provided. During the hearing, Mr Dunbar confirmed that no appliances had been included at the outset of the tenancy.

Liability for Council Tax

19. The Tenants are 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.

20. None.

Hearing

21. A hearing was held on 4 September 2026 at 2:00pm by video platform. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.
22. Mr Dunbar attended on behalf of the Tenants, although Mrs Dunbar was in attendance off-camera. Miss Mills attended on her own behalf via telephone as she could not get the video connection to work.

The Property

23. The Property is a 3-bedroom detached bungalow with brick elevations under a pitched and tiled roof, offering the following accommodation:

Hallway, 3 bedrooms, living room, kitchen, dining room, bathroom.

Outside: linked garage that is used as a utility room with substantial gardens and driveway for 3 cars.

The Property benefits from LPG central heating and double-glazed windows installed in 2014 or 2015 by the landlord. Mr Dunbar said that Tenants had upgraded the loft installation which gave rise to and EPC Rating E. The Tenants state they provided carpets, curtains and white goods at the commencement of the tenancy. That is not in dispute, although the Landlord queried whether that was relevant given the lengthy age of the tenancy.

The Property is located in a small village with limited amenities which is approximately 5 miles outside Bridgewater.

Evidence

24. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

25. The Tenant made the following comments:
 - a) the property was left approximately 33 years ago in a basic condition compared to modern standards. Substantial improvements have been carried out by the Tenants at their own expense over many years. They state that the landlord-supplied improvements have been limited to installation of doubled glazed windows in 2014/15;
 - b) the improvements claimed by the Tenants include refurbishment of bathrooms and kitchens, installation of a utility room, fencing, insulation, electrical improvements, replacement radiators, landscaping works and various other alterations and fittings;
 - c) the Tenants further submit that modern properties relied upon by the Landlord, if not evidenced, are not directly comparable because those properties have modern kitchens, bathrooms, floor coverings and fittings, whereas the subject property has not benefited from equivalent investment by the landlord. They also allege the presence of mould and maintenance issues;

- d) the Tenants suggest that market rent should remain substantially lower than the amount proposed by the landlord. In their application they advanced a figure of £300 pcm principally by reference to alleged historic arrangements and agreements with the previous landlord. We have already noted that the Tenants are bound to pay the rent previously determined by the Tribunal.

26. In terms of rental evidence, the Tenants had provided no comparables

The Landlord

27. The Landlord made the following comments:

- a) the Landlord does not accept the Tenants' proposed rent. She submits that the historic rent does not represent market value and contends that the Property, being a three-bedroom detached bungalow with private driveway, substantial garden and attractive rural location, has a market rental value in the range of £1,400 to £1,500 per month although no comparables were provided in evidence;
- b) despite the s.13 notice seeking an increase in the rent to £1,027.50 pcm, the Landlord stated at the hearing that she would seek a rent of £1,200 pcm as a fair figure which remains below what she considers to be full market value. As this appeal concerns a notice served before 1 May 2026, the Tribunal is not limited to the figure in the s.13 notice and can determine a higher rental figure;
- c) the Landlord further submits that the Tenants have benefited for many years from a rent significantly below market value and argues that payment of a market rent going forward is not unreasonable;
- d) the Landlord queried why adjustments should continue to be made for the condition of the Property and lack of modernisation given the length of the tenancy.

28. Much of the Tenants' concerns related to the historic conduct of Mrs Pyne, her agent and her managing agents. The Tribunal makes no findings regarding that as those are not relevant matters when determining a market rent, but the purchase of the freehold by Miss Mills offers an opportunity to reset the relationship.

Determination and Valuation

29. Absent comparables from the parties and relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,500 pcm. This is the rent the Tribunal 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, floor coverings and curtains provided by the landlord.

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

- a) The unmodernised condition of the kitchen relative to comparable properties.
- b) The unmodernised condition of the bathroom relative to comparable properties.
- c) The lack of floor coverings provided by the Landlord.
- d) The lack of curtains provided by the Landlord.
- e) The lack of white goods provided by the Landlord.

- f) Other improvements and fittings provided by the Tenant and for which they should not pay to include partial re-wiring of the Property and installation of loft insulation.

The full valuation is shown below:

Starting Rent £1,500.00 pcm

Less

a)	Items given under a) above	£150.00
b)	Items given under b) above	£100.00
c)	Items given under a) above	£50.00
d)	Items given under b) above	£25.00
e)	Items given under b) above	£30.00
f)	Items given under c) above	£100.00
		<u>£455.00</u>

Market rent

£1,045.00 pcm

Undue hardship

12. 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. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.
13. The Tenants have asked the Tribunal to fix a later starting date in this case. They say they will otherwise be caused undue hardship because they are facing retirement with a reduced income as a result, that the rent increase was sought by Mrs Pyne to force the Tenants to leave the Property, and that the increase sought was part of a campaign of harassment. There was no evidence provided in support of the Tenants' financial circumstances.
14. The Landlord did not respond to the Tenant's application for postponement due to hardship.
15. As a result of this decision the rent will increase by £167.50 pcm. The date specified in the landlord's notice was 1 April 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 1 April 2026.

Decision

16. Therefore, the Tribunal determines the market rent at £1,045.00 per calendar month with effect from 1 April 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.