

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HB/MRA/2026/0031
Property	21B Whitefield Road Bristol BS5 7TF
Tenant	Marek Morawski
Tenant's Representative	None
Landlord	CSW Rents
Landlord's Address	47 Blackhorse Road Bristol BS16 9BE
Landlord's Representative	Peter Jeffreys
Date of Application	15th July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS S Johnson
Date of Decision	23rd September 2026
Rent Determined	£880 per calendar month
Date of Valuation	23rd September 2026
Date the new rent takes effect	18th October 2026

REASONS FOR THE DECISION

Background

1. On 20th May 2026 the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £880 per calendar month (pcm) in place of the existing rent of £ 840 pcm to take effect from 18th August 2026.
2. On 15th July 2026 under Section 14 (A3) 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 18th June 2024 at a rent of £790 pcm. The rental period is monthly.

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

4. In his application form, the Tenant has indicated that he considers the Landlord's notice to be valid.

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. None.

Liability for Council Tax

7. 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.

8. None

Hearing

9. A hearing was held on 23rd September 2026 at 10.00 am by video platform. The Landlord's Agent could only join by audio. 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.

The Property

10. The Property is stated to be a ground floor flat including a living room, kitchen, 2 bedrooms and bathroom with WC. It is situated in a residential area about 3 miles northeast of the centre of Bristol.
11. Heating is provided by a wall mounted convector heater, windows are double glazed, flooring is included and the Landlord provides a cooker. The Tenant provided a washing machine and fridge/freezer.

Evidence

12. The parties completed the relevant MR1 (tenant) and MR2 (landlord). Neither Party submitted any photographs.
13. These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Tenant

14. The Tenant made the following comments:
 - a) At the start of the Tenancy the property was in poor condition. He carried out various repairs and fitted new carpets by agreement with the Landlord and received a rent-free period in return.
 - b) There are some repairs outstanding, including windows which will not close, the absence of window keys and poor kitchen units, including a missing plinth.
 - c) The insulation is poor, which, combined with the heating system, leads to high energy costs.
 - d) The rent should only be £650 pcm.
 - e) The fitted shower screen is poorly secured.
 - f) He believes that there is/are rats living within the walls.

15. The Tenant did not provide comparable rental evidence.

The Landlord

16. The Landlord made the following comments:

- a) The Landlord provided a valuation letter from a local estate agent but admitted that the agent had not made a recent inspection of the property.
- b) The Landlord asserted that the proposed rent is way below a full market rent.
- c) He also provided a snapshot of a similar property nearby, advertised at £1,250 pcm.
- d) He provided a recent electrical inspection report which explained that high-wattage electrical heaters and portable EV chargers might cause nuisance tripping of the electric supply.
- e) The shower screen had been a replacement for a shower curtain but was not the exact model to fit the shower.
- f) If there is an issue with rats it is the Tenants responsibility to contact the local authority.

Determination and Valuation

17. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
18. Relying on its own expertise and general knowledge of rental values in the area, and the evidence provided the Tribunal considers that the market rent of the subject Property in good order would be of £ 1,100 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including having basic white goods provided by the landlord.
19. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) Windows not operating/unlockable.

- b) Type of heating/insulation causing high energy costs.
- c) Poor kitchen fittings
- d) Tenants provision of washing machine and fridge/freezer

The full valuation is shown below:

Starting Rent £ 1,100 pcm

Less

a) Items given under a) above	£ 20	
b) Items given under b) above	£ 40	
c) Items given under c) above	£ 50	
d) Items given under d) above	£ 20	<u>£ 130 pcm</u>

Open-Market Rent £ 970 pcm

Undue hardship

20. 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.
21. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will suffer undue hardship because Universal Credit is their only source of income, they live alone, and they are paying off debts.
22. The Landlord states that the Tenant is a taxi driver as it must send workmen to the Property fitting in with the Tenant's work schedule.
23. The Landlord states that its costs, including mortgage payments and agents' fees, have increased considerably.
24. The threshold for demonstrating undue hardship is high. The Tribunal accepts that the Tenant may have financial commitments; however, no documentary evidence of income, expenditure or indebtedness was provided. The Tenant has therefore produced no evidence to support his submissions. On the basis of the evidence provided, the Tribunal is not satisfied that the rent taking effect from 18th October 2026 would cause undue hardship and does not fix a later starting date.

25. The Renters Rights Act 2025 precludes the Tribunal from setting a rent that is higher than the rent proposed in the s13 notice.

Decision

26. In reaching its determination, the Tribunal has considered all the evidence and submissions provided by the parties together with its own knowledge and expertise of the local rental market. Whilst the Tribunal accepts that the Property has a number of deficiencies which adversely affect its rental value, it is nevertheless satisfied that the open market rent substantially exceeds the rent proposed in the Landlord's notice. As the Renters' Rights Act 2025 prevents the Tribunal from determining a rent higher than that proposed by the Landlord, the rent is fixed at £880 per calendar month with effect from 18 October 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 after 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.