

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HD/MRA/2026/0051
Property	28 Tattersall Road Yate BS37 7GW
Tenants	Abigail Hardy & Dean Hardy
Tenant's Representative	None
Landlord	Lloyds Living
Landlord's Address	2 Crescent Office Park Clarks Way Bath BA2 2AF
Landlord's Representative	Touchstone Residential
Date of Application	28th 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	17th September 2026
Rent Determined	£1,700 per calendar month
Date of Valuation	17th September 2026
Date the new rent takes effect	1st October 2026

REASONS FOR THE DECISION

Background

1. On 22nd 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 £1,700 per calendar month (pcm) in place of the existing rent of £1,650 pcm to take effect from 1st August 2026.
2. On 28th July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy is for a 3-year period from 31st October 2023 to 30th October 2026. The original rent was £1,600 pcm. The tenancy agreement provided for annual rent increases by reference to the Retail Prices Index ("RPI").
4. The Renters Rights' Act 2025 which came into force on 1st May 2026 has materially altered the rent provisions of Assured Tenancies. The Act automatically converted the fixed term contract to a periodic tenancy from commencement. Therefore, from 1st May 2026 this tenancy became a periodic monthly tenancy.
5. The Agreement states that the rent is payable on the 1st day of each month.
6. The Notice states that the present rent is £1,650. This is disputed by the Tenants.
7. The rental period is monthly.

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

8. In their application form, the Tenants have indicated that they consider the Landlord's notice is invalid as the current rent stated is wrong.
9. The Tribunal determines that under the terms of the tenancy agreement the Landlord was entitled to increase the rent in October 2024 and again in October 2025. The RPI had increased from 377.8 in October 2023 to 407.4 in October 2025, an increase of 7.83%. Accordingly, the Landlord could have increased the rent to £1,718.88 pcm but has only increased the rent to the lower amount of £1,650 pcm stated in the Notice.
10. Correspondence provided shows that, in practice, the Landlord adopted a different and lower approach, applying an increase based on the Consumer Prices Index ("CPI") of 3.12% in June 2025.

11. The Tribunal concludes that the Tenants' assertion about the rent stated in the Notice is incorrect and the Notice, as served, is valid.

Allocation of Repairs between Landlord and Tenant.

12. 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.

13. None.

Liability for Council Tax

14. 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.

15. None.

Hearing

16. Neither party requested an oral hearing.

The Property

17. The Property is stated to be a semi-detached house with accommodation on 3 levels. At ground floor level there is a living room, cloakroom with wc and kitchen. At first floor level there are 3 bedrooms and a bathroom and at second floor level a bedroom, dressing area and shower room.

Outside there are gardens and a garage.

18. The Property benefits from gas-fired central heating and double-glazed windows. Carpets or laminate flooring are provided.

Evidence

19. The Tenants completed the relevant MR1 (tenant). No response was received from the Landlord or its Agent.

The Tenant

20. The Tenants made the following comments:
 - a) Their issue was the illegality of arrears accrued since the rent increase notified in 2025.
 - b) The rent increase would cause them financial hardship.
21. Neither party provided any evidence of comparable rents.

Determination and Valuation

22. 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 be 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.
23. In the absence of any evidence from the parties the Tribunal could only rely on its own expertise and general knowledge of rental values in the area. Having regard to the size of the Property, its four-bedroom accommodation arranged over three floors, garage, gardens and location in Yate, the Tribunal assesses the open market rent at £1,700 pcm. The Tribunal therefore determines that the market rent of the subject Property is £1,700 pcm.

Undue hardship

24. 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.
25. The Tenants contend that the increase would cause undue hardship. They also maintain that the current rent is £1,600 pcm rather than £1,650 pcm.

26. The threshold for demonstrating undue hardship is high. The Tenants have not provided any financial information in support of their claim. On the basis of the evidence provided, the Tribunal considers that there are no grounds for postponing the statutory commencement date of the new rent on grounds of undue hardship and therefore does not fix a later starting date.

Decision

27. The Tribunal determines the new rent amount at £1,700 per calendar month with effect from 1st October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.