

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HX/MNR/2026/0109
Property	2 Bradwell Moor, Swindon SN3 6NH
Tenant	Kelly Hughes Daniel Thomas
Tenant's Representative	n/a
Landlord	Stephen Budd
Landlord's Address	5 High Street, Purton, Wiltshire SN5 4AA
Landlord's Representative	Amanda Jones Properties
Date of Application	15th April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge David Cowan – Chair Michael Ayres FRICS
Date of Decision	25th September 2026
Rent Determined	£1,300
Date the new rent takes effect	14th May 2026

REASONS FOR THE DECISION

Background

1. On 28th March 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,350 per month in place of the existing rent of £1300 per month to take effect from 14th May 2026.
2. On 15th April 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The tenancy commenced on or around 14th April 2025 for a fixed term of 12 months. The rental period is monthly.
4. On 18th August 2026, the Tenants informed the Tribunal that they did not wish to discontinue their application even though they had vacated the property.

Validity Of Notice – Section 13 of the Housing Act 1988

5. The Tenants did not dispute the validity of the notice.

Allocation of Repairs between Landlord and Tenant.

6. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

7. The Tenant states that no furniture is provided by the Landlord.

Liability for Council Tax

8. The rent determined is exclusive of Council Tax.

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

9. No other terms of the tenancy were taken into consideration in determining the rent.

Hearing

10. Neither party requested an oral hearing.

The Property

11. The Property is a semi-detached house, offering the following accommodation:

Property: three bedrooms, kitchen, living room, Bathroom

The property has central heating and double glazed windows, and has the benefit of a rear and front garden

The Property has a garage and off street parking for one car.

Evidence

12. The Tenants made the following comments:
 - a) The Tenants state that they think the market rent of the property is £1300 because that was the rent charged for a property just let at 7 Bradwell Road, which was more modern and updated. Further, a “rent calculator checker” indicates that the average rent should be £1,229.
 - b) The property suffers from damp and mould in multiple areas of the house.
13. The Landlord’s agent responded:
 - a) The property is in good decorative order with a larger than average rear garden.
 - b) The proposed rent is below the market value for the property, which would be advertised now at a rate of £1400. The rental estimation from Zoopla is £1368.
 - c) Advertisements for suggested comparable properties were provided at rents between £1350-£1500.
 - d) The agent provided its own comparables report for properties within one mile of the subject property, indicating rents of between £1300-£1550.
14. The Tenants replied
 - a) The Landlord agent’s comparables were for larger properties with an additional downstairs WC. The tenant applicant said that she had viewed most of the comparable properties.
 - b) Photographs were provided indicating mould at the subject property.

Inspection

15. The Tenants made a request for an inspection of the subject property “to assess the condition of the property because of the mould growing in multiple areas of the house”.
16. On 18th May 2026, the Landlord’s agent informed the Tribunal that they did not believe an inspection was necessary.
17. On 19th May 2026, the Tribunal listed this case for an inspection because there was a clear dispute of fact between the parties regarding the condition of the property.
18. On 11th September 2026, the Tribunal informed the parties about the date and time for the inspection of the property. The Landlord’s agent informed the Tribunal that the property was vacant and work had been done since the Tenants’ vacated the property.
19. On 14th September 2026, the Tribunal informed the Landlord’s agent that the inspection would continue to go ahead. On the same day, the Landlord’s agent responded that the inspection would not go ahead as the Tenants did not have access to the property and no-one was available to provide it.
20. On 16th September 2026, the Tribunal ordered that the inspection would take place despite the Tenants having vacated the property.
21. On 25th September 2026, the Tribunal attended the property for an inspection. The property appeared to be vacant and there was nobody at the property to allow the Tribunal entry.

Determination and Valuation

22. The Tribunal considered all the information provided by the parties and determined, in the absence of an inspection, that they had sufficient information to proceed.
23. Further, given that the Landlord’s agent had informed the Tribunal that there had been works to the property after the Tenants had vacated it, it did not appear to the Tribunal that an inspection would glean further information of relevance to its determination
24. The Tribunal considered that the evidence supplied by the Tenants in their reply supported their assertion that there was mould present at the property.

25. When considering the open market rent, the Tribunal paid particular attention to the comparables provided by both parties, although the Tribunal notes that the Tenants did not provide evidence of their comparable.
26. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,350 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.
27. That assessment is in line with that of the Landlord's agent.
28. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Mould growth

The full valuation is shown below:

Starting Rent	<u>£1,350 pcm</u>
---------------	-------------------

Less

a) Items given under a) above	£50
-------------------------------	-----

Open-Market Rent	£1,300 pcm
-------------------------	-------------------

Undue hardship

29. 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.
30. The Tenants have asked the Tribunal to fix a later starting date in this case. The Tenants say that they are disabled, and medically retired, and have no way of raising additional funds.
31. The Landlord responded that the credit check at the outset of the tenancy indicated that the Tenants could afford the rent.

32. Given that the Tribunal has determined the open market rent to be the current rent payable, and that the Tenants have vacated the property, the Tribunal does not find undue hardship.

Decision

33. Therefore, the Tribunal determines the market rent at £1,300.00 per calendar month with effect from 14th May 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 (rule 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.