	**FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/00HX/MNR/2026/0125**
Property	**11 Bradley Road Swindon Wiltshire SN2 7QB**
Tenants	**Mrs B Hope**
Tenant's Representative	**None**
Landlord	**Residential Trust Ltd and Farnpoint Ltd**
Landlord's Address	**Northcombe Farm Salcombe Regis Sidmouth EX10 0JQ**
Landlord's Representative	**Mr C Eccles**
Date of Application	**1st February 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**I R Perry FRICS S J Hodges FRICS**
Date of Decision	**14th August 2026**
Rent Determined	**£1,160 per calendar month**
Date the new rent takes effect	**1st January 2026**

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Summary of Decision

1. On 14th August 2026 the Tribunal determined a market rent of £1,160 per month to take effect from 1st January 2026.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.

3. The original application from the Tenant for a determination of a market rent was made on 22nd March 2026 in response to a Landlord's Agents Notice of Market Rent under section 13(2) of the Housing Act 1988, dated 24th November 2025, which proposed a new rent of £1,200 per calendar month ("pcm") in place of the existing rent of £1,010 pcm to take effect from 1st January 2026.

4. The previous rent had been determined by a First-Tier Property Tribunal on 19th September 2023.

5. Directions were issued by the Tribunal on 17th June 2026 and the Tribunal inspected the Property on 27th July 2026, and a hearing was held at 9.30am on Friday 14th August 2026 using the Tribunal's CVP system.

6. The Tenant was represented by her daughter Ms Alex Hope who had been present at the inspection. Mr Eccles represented the Landlord.

7. 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 Law

S14 Determination of Rent by First-tier Tribunal

(1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-

(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;

(b) which begins at the beginning of the new period specified in the notice;

(c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and

(d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded-

(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

(b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-

(i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or

(ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and

(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-

(a) that it was carried out not more than twenty-one years before the date of service of the notice; and

(b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

(c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

The Property

8. The Property is a detached house of traditional construction with rendered elevations beneath a pitched slate roof, probably built between 1918 and 1940.

9. The property is within an established residential area on the north side of Swindon and overlooks a community space/park to the rear.

10. There are shops supplying day-to-day requirements within reasonable walking distance and a wide range of amenities within Swindon.

11. The accommodation includes a hall, living room, kitchen and bathroom with wc all at ground level. At first floor level there is a landing giving access to two double bedrooms, a single bedroom and a boxroom/study.

12. Outside there is a carport along the side of the house and a garage to the rear which cannot be accessed by a vehicle. There are gardens to front and rear and a driveway.

13. The property has gas-fired central heating and double glazing. White goods, carpets and curtains are all provided by the Tenant. There is no Energy performance Certificate ("EPC").

Submissions

14. The Tenant applied to the Tribunal using a Rents 1 form with an attached paper clearly setting out her case. She had first occupied the Property in December 1995 when the Property was in very poor condition and had carried out refurbishment works including fitting out the kitchen and bathroom, laying new flooring, improving light fittings, decoration throughout and garden landscaping. Photographs were provided as evidence of the condition of the house in 1995.

15. During the inspection the Tribunal noted various items of disrepair including mould stains, some dampness at both levels within the front bay, defective rendering to the garage and garage window, and a small wall collapsing.

16. The Tenant states that her 'quiet enjoyment' of the property has been lost as the community space at the rear is used for football and LED lights erected at the clubhouse impact her and any visitors.

17. The Tenant sought guidance as to the validity of the Notice of Rent Increase.

18. The Landlord submitted a RENT APPEAL STATEMENT dated 30th Jue 2026 stating that the Tenant had refused access to contractors to inspect or carry out works, apart from a recent Gas safety test.

19. The Landlord refers to the previous Tribunal decision where a deduction of 25% was made from the full open market rent to allow for tenant's improvements and states that it has put the Tenant on notice that until she cooperates to allow repairs then the Landlord will be unable to effect repairs.

20. The Landlord suggest a full open market rental value of £1,350 - £1485 pcm to be adjusted to a new rent of £1,200 pcm.

21. The Tenant also sent a RENT APPEAL STATEMENT with a covering note stating that she was in hospital and her daughter has completed the form on her behalf. This refers to several repair issues evidenced with photographs from when she first took occupation and taken more recently.

22. In her statement Mrs Hope explains that she is seriously ill, in hospital.

23. On 16th July 2026 the Landlord made a Case Management Application seeking permission to respond to the Tenants statement. This was granted on 17th July 2026.

24. The Landlord made submissions including its Management Log of contact with the Tenant commencing January 2025.

25. On 20th July 2026 the Tenant made a Case Management Application which was refused by the Tribunal on 22nd July 2026 with a caveat that the Tenant would be able to test the Landlord's evidence at the Hearing on 14th August 2026.

26. On 4th August 2026 the Tenant made a further Case Management Application seeking permission to submit further emails between the Parties. Permission was granted with a caveat that no further submissions would be permitted by the Tribunal, the Parties should raise any further issues at the Hearing.

The Hearing

27. The Hearing was held at 9.30 am on Friday 14th August 2026. The Tenant was able to observe although her internet connection was erratic. Ms Hope represented her mother, and Mr Eccles represented the Landlord.

28. Ms Hope reiterated her mother's case as set out in the various submissions and Mr Eccles broadly stood by his paper submissions.

29. Ms Hope took some issue with comments submitted within the Landlord's Management Log which she considered to be subjective and emphasised her mother's age, vulnerability and ongoing ill-health.

30. Mr Eccles referred the Tribunal to one particular exchange including an email from the Tenant to the Landlord dated 9th April 2025 in which she states that she could not be at the property 7 days of the week to facilitate repair work and she would have to employ a house sitter, at the Landlord's expense, and would seek recompense from the Landlord for any facilities used or out-of-pocket expenses.

31. In addition, Mr Eccles stated that in the past the Tenant has sometimes contacted his contractors direct, including a visit to one contractor's premises.

Consideration and Valuation

32. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy at the valuation date of 1st January 2026.

33. Although sympathetic to the Tenant's circumstances and health, the personal circumstances of the Parties are not relevant to this issue.

34. The Tribunal determines that the Tenant has not always co-operated to facilitate repairs as would normally be expected from a reasonable tenant.

35. The Tribunal determines that the Tenant did carry our considerable works of improvement at the start of her tenancy which should be reflected by deductions from a full open market rent.

36. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Swindon, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,600 pcm. This reflects the age, type and situation of the property. The Tribunal considers that the disadvantage of the ground floor bathroom is offset by the provision of the boxroom/study at first floor level.

37. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord.

38. This open market rent needs to be adjusted to reflect the Tenant's improvements and provision of white goods, carpets, curtains and the dated décor with some evidence of damp/mould.

39. Using its experience the Tribunal decided that the following adjustments should be made to the full open market rent:

Tenant's provision of fitted kitchen	£150
Tenant's provision of bathroom	£100
Tenant's provision of flooring	£50
Tenat's provision of white goods	£30
Tenants provision of curtains and fittings	£10
General dated condition	£100
TOTAL per month	£440

Determination

40. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,160 pcm.

41. The Tenant did not make any representation regarding undue hardship that would be caused by this rent increase. Accordingly, the new rent of £1,160 pcm

42. takes effect from 1st January 2026, this being the date specified in the Notice of Increase.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.