	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**HAV/00HY/MNR/2026/0161**
Property	**101 Mortimer Street, Trowbridge, BA14 8BN**
Tenant	**Thomas Shipp**
Tenant's Representative	**-**
Landlord	**Paul Stallard**
Landlord's Address	**3 Heron Walk, Trowbridge, BA14 7GA**
Landlord's Representative	**Diane Stallard**
Date of Application	**25 May 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr W H Gater FRICS (Chair)** **Ms S Johnson**
Date of Decision	**14 October 2026**
Rent Determined	**£1,020 per calendar month**
Date of Valuation	**14 October 2026**

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Date the new rent takes effect	**27 October 2026**

REASONS FOR THE DECISION

Background

1. On 2 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,170 per calendar month(pcm) in place of the existing rent of £1,070 pcm to take effect from 27 May 2026.

2. On 25 May 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 27 August 2020. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant

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

Liability for Council Tax

5. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

6. A hearing was held on 14 October 2026 by video platform. The Tribunal has considered this case on the basis of the oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

7. The Property is a modern terraced house offering the following accommodation:

   Property: Lounge, Kitchen, 2 bedrooms, Bathroom/WC.
   Outside: Patio area

The Property has double glazing and central heating.

The Property is situated near the centre of Trowbridge.

Evidence

8. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply). Both parties made oral submissions at the hearing.

The Tenant

9. The Tenant made the following comments:

    a) The Tenant stated that the proposed £100 pcm increase was not warranted, as there were repair issues that had not been attended to.
    b) He acknowledged that a number of repairs had been carried out but that there were remaining issues which included leaks in the bathroom sink, poor silicone sealants / tiling, a damaged worktop and defective flooring.

10. The Tenant provided the evidence of a 2 bedroom modern house in Trowbridge with a rent of £975 pcm. At the hearing he questioned the Landlord about the letting of an identical property in the same development as Mortimer Street at £1,070 pcm.

The Landlord

11. The Landlord made the following comments:

    a) The Landlord said that the proposed rent was as advised by the letting agent. It is within the parameters of rents passing in the area.

    b) With regard to condition, she said that a considerable amount of work had been done but agreed that some works were still outstanding. These would be attended to, namely the leaks would be fixed before the lino floor covering could be renewed. Certain repairs to tiling and sealant were untidy but satisfactory.

12. The following comparables were provided by the Landlord, each being 2-bedroom terraced houses in Trowbridge:

    a) Duke Street £1,150 pcm
    b) Bond Street £1,100 pcm

c) Ashton Street £1,150 pcm
d) The Landlord also confirmed that an identical house in the Mortimer Street development had been let for £1,070 pcm in the last 4 weeks. This was described as being in good condition.

Determination and Valuation

13. 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.

14. The recent letting of an identical house within the same Mortimer Street development at £1,070 pcm, described as being in good condition, provides strong evidence of the rental value of the subject Property. The Tenant's comparable at £975 pcm appears to be an outlier when considered alongside the other comparable evidence, which indicates rents in the range of £1,100 to £1,150 pcm.

15. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rent of the subject property in good order would be in the order of £1,070 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 market requires.

16. The evidence of both parties established that further works of repair and refurbishment remained outstanding, including attention to the leaks, defective floor covering and general finishes. The Tribunal considers that these matters would adversely affect the Property's attractiveness to a prospective tenant in the open market. Taking account of their nature and extent, the Tribunal considers a deduction of £50 pcm from the market rent of £1,070 pcm to be appropriate.

The full valuation is shown below:

Starting Rent		£1,070 pcm
Less		
Items given under 16 above.	£50	

Open-Market Rent **£1,020 pcm**

Undue hardship

17. 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.

18. The Tenant says he will be caused undue hardship because he is self-employed and an increase in rent means he will need to earn more to cover the increase.

19. The Tribunal notes that the rent determined, £1,020 pcm, is lower than the existing rent of £1,070 pcm. The determination therefore does not result in an increase in the Tenant's existing rental liability. In those circumstances, the Tribunal is not satisfied that bringing the determined rent into effect from 27 October 2026 would cause the Tenant undue hardship.

Decision

20. The Tribunal determines the new rent amount at **£1,020 per calendar month** with effect from 27 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.