

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HC/MRA/2026/0059
Property	Flat 2, Links Court, 2 Moorland Road, Weston-Super-Mare. BS23 4HN
Tenant	Gayle Patterson
Tenant's Representative	
Landlord	Keith & Tina Botterill
Landlord's Address	2 Coombe Cottages, Bridgwater Road, Bleadon BS24 0AL
Landlord's Representative	
Date of Application	03 August 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Bowden Tribunal Member Simon Hodges FRICS
Date of CVP Hearing and Valuation	02 October 2026
Rent Determined	£950 per calendar month
Date of Decision	06 October 2026
Date the new rent takes effect	25 October 2026

REASONS FOR THE DECISION

Background

1. On 17 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £950 in place of the existing rent of £900 per calendar month (pcm) to take effect from 25 August 2026.
2. On 03 August 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The Tenant's referral was received by the Tribunal on the same date it was referred.
4. The assured shorthold tenancy commenced on 25 February 2025 for a term of 6 months. The rental period is monthly. The tenancy has continued as a rolling periodic tenancy from the end of the term.

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

5. The Tenant agreed that the notice served was valid.

Allocation of Repairs between Landlord and Tenant.

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

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

7. No services are provided under the tenancy.

Liability for Council Tax

8. 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

9. There were no other terms in the tenancy agreement relevant to market rent determination.

Directions regarding an Inspection and a Hearing

10. Both parties requested an inspection.

11. On 28 August 2026, a legal officer of the Tribunal considered the issue and determined that:

7. Photographs of the current condition of the property should be sufficient for the Tribunal panel to make its determination, and parties are invited to provide further photographic evidence on which they wish to rely on by 7 September 2026.

8. Any additional photographs and videos should be date stamped and detail the matters referred to in the Tenant's submissions

9. In this case, the Tribunal does not consider it proportionate to hold an inspection and declines to do so.

12. The parties were given 14 days to request that the issue was considered by a judge. Neither party made such a request.

13. The Landlord requested a hearing.

14. On 28 August 2026, a legal officer of the Tribunal considered the issue and determined:

10. The Landlords request a hearing which they are entitled to under Rule 31. The format will be via remote hearing, to be arranged by a Case Officer at a later date taking into account the availability of the parties.

The Property

15. The Property is located in Weston-Super-Mare and is situated in a residential urban location and is a first-floor flat in a purpose-built block that is 3 stories high. It is a short walk to Weston-Super-Mare beach. The accommodation is as follows:

Property:	Living/Dining Room (Open-plan lounge and dining area) Kitchen (Separate) 2 Bedrooms 1 Bathroom (Bath, shower, toilet, and basin) Entrance Hallway (L-shaped) Overall property size is approx. 67 m ²)
Outside:	Garage

Furniture:	Does not include furniture
Furnishings and flooring:	Flooring: Tiles in kitchen and bathroom, carpet tiles in the hallway, and carpet in the remaining rooms
Appliances:	No appliances are included within the tenancy. The Landlord left certain appliances at the Property on a goodwill basis. With the exception of the oven, if an appliance fails it is the Tenant's responsibility to replace it.
Heating and thermal efficiency	Heating: Electric storage heaters Glazing: Double glazing

Improvements

16. The Tenant has not listed any improvements.

Evidence

17. The Tribunal carefully considered the MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply) and attachments provided by the parties, along with relevant correspondence provided to it in the hearing bundle.

The Tenant

18. The Tenant provided:
- a. The tenancy agreement, a schedule of works from North Somerset Private Rented Team, evidence of food bank vouchers, evidence of rent payments, evidence of welfare provision scheme application, evidence of hardship scheme application, evidence of request for support from the Warmer Homes Advice and Money team, evidence of electricity costs, photographs, and the EPC certificate.
19. The Tenant made the following comments:
20. The proposed increase in rent from £900 to £950 per month exceeds the market value of the property in its current condition. Fair market rent is £850 per month.

21. The flat is dated and poorly maintained, with an outdated kitchen and bathroom, defective heating, unreliable hot water, and shortcomings in the management and condition of the building. Particular concerns include allegedly faulty bedroom storage heaters, an inadequate hot water system, a defective entrance door, broken communal windows, an insecure communal entrance, and neglected common areas.
22. The property is expensive to heat, alleging that storage heaters have been connected in a manner that results in significantly increased electricity costs and energy debt. The Tenant also points to the property's EPC rating of E as evidence of poor energy efficiency.
23. The Tenant relies on the involvement of Lucy Patch and the North Somerset Council Private Rented Housing Team, which inspected the property and issued a schedule of works identifying various matters requiring investigation or repair, including heating, hot water, electrical safety, fire safety and the flat entrance door.
24. Comparables were not provided by the Tenant.
25. At the hearing, the Tenant provided emphasis and an update as follows;
 - a. The night storage heaters were now wired via a three-pin plug rather than a fused spur.
 - b. This was the Landlord's solution to the non-working night storage heaters upstairs in the bedrooms.
 - c. This meant that they were no longer using an off-peak or economy seven rate. And would be using a normal day rate.
 - d. The Tenant understood this to mean that there would be a significant increase in her electricity bill, possibly costing £30-£60 for one hour of heating.
 - e. As far as the Tenant was concerned, the Landlord carried out the work to fix it, but it was one that would result in her having to pay higher electricity bills.
 - f. In relation to the garage, it contained the old front door and some wood from the old front door frame.
 - g. In relation to the North Somerset schedule of works, all have been carried out, except for substituting the lock on the front

door for one with a thumb turn so the property could be exited without a key if need be and in case of an emergency.

- h. Tenant has been shown how to adjust the temperature on the water tank although she said this was not clear, and it was a bit hit and miss.

The Landlord

26. The Landlord provided:

- a. Photographs, the tenancy agreement,

27. The Landlord made the following comments:

- a. The proposed rent of £950 per month represents the open market rental value of the property and is reasonable in light of local market conditions. The Landlord submits that the existing rent is below market level and that the increase is modest.
- b. The Landlord disputes the Tenant's allegations that the property is in significant disrepair. While accepting that some maintenance issues have been reported, the Landlord maintains that repairs have been investigated and addressed where necessary and that the property remains suitable for occupation.
- c. In response to concerns raised by the Tenant and the involvement of the North Somerset Council Private Rented Housing Team, the Landlord notes that the Council carried out an inspection and identified matters for attention but did not take formal enforcement action or serve any statutory notice requiring works.
- d. The Landlord disputes the Tenant's contention that the property's condition justifies a reduction in rent. The Landlord argues that issues relating to heating, hot water, security, communal areas and general condition do not materially reduce the market rental value to the extent suggested by the Tenant.
- e. The Landlord further submits that the Tenant's financial circumstances are not relevant to the assessment of market rent and opposes any delay in the effective date of the increase on hardship grounds.
- f. Overall, the Landlord's case is that the property commands a market rent of at least £950 per month, that any defects are

limited or have been addressed, and that the proposed rent properly reflects the market value of the flat.

28. Comparables were not provided by the Landlord.
29. At the hearing, the Landlord provided emphasis and an update as follows:
 - a. The Landlord said all items on a North Somerset schedule had been signed off and a housing officer or someone from a housing association type organisation had been satisfied by the work that had been done.
30. The reason a thumb turn lock had not been added was due to an issue with the door being wooden and the five lever lock insurance requirement.
31. The front door was replaced after the police had forced entry. The Landlord did not feel it was their responsibility given the circumstances. In any event, they had opted for a more cost-efficient second hand door to save costs for the Tenant; the old door had been placed in the garage, as it was the Tenant's responsibility to dispose of it.
 - a. The night storage heaters have been wired to a plug in order to provide the Tenant with control over when and how long they were turned on. This was done entirely for the Tenant at the Tenant's request. The Landlord's case was that the night storage heaters were working.
32. The Landlord accepted that this meant the night storage heaters were running on a more expensive rate of electricity, but emphasised this was at the Tenant's request.
 - a. In relation to appliances, the Landlord had left some appliances because the Tenant had wanted them. The understanding was if they broke, the Tenant was to replace them. They were not provided as part of the tenancy agreement, except for the oven, which the Landlord did accept with the Landlord's responsibility, and if there was an issue, the Landlord would pay for a repair or replacement.

Determination and Valuation

33. At a hearing to deal with an application to challenge the rent increase in a Landlord's notice, the Tribunal cannot consider or determine disputes about who is responsible for replacing and

installing the new front door, following forced entry by the police and/or disposing of the damaged old front door.

34. 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.
35. The Tribunal carefully considered the information put forward by the parties. The Tribunal is satisfied that the works referred to in Schedule from North Somerset Council Private Rented Housing Team have been completed save for the thumb turn lock on the front door. From the photographs provided the Tribunal concludes that the property is in a reasonable condition to secure a letting on the open market. Relying on its own expertise and general knowledge of rental values in the area the Tribunal considers that the market rent of the property, would be £1,000 pcm.
36. The Tribunal was satisfied that the Landlord having complied with the North Somerset Schedule of Works the only issue outstanding (thumb turn) was de minimus and would not affect rental value.
37. The Tribunal was satisfied that if the property was placed on the rental market today, the fact that it had night storage heaters, an EPC rating of E, and that the night storage heaters would be running off a normal or peak rate rather than a night/economy 7 rate would affect rental value.
38. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a. The EPC rating and thermal inefficiency.
39. The full valuation is shown below:

Starting Rent

£1,000 pcm

Less

a) Items given under 38a. above £50 pcm

Subtotal	£950 pcm
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**Market rent for
the Property**

£950 pcm

Undue hardship

40. 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.

41. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says:

If the rent is increased to the proposed amount, it will cause severe financial hardship for my household: Existing Shortfall & DHP Dependency: My current rent already exceeds the Local Housing Allowance (LHA) rate by £150 per month, forcing me to rely on a Council Discretionary Housing Payment (DHP) just to cover this existing shortfall. Fixed Income: I am on a fixed income with full-time caregiving responsibilities, leaving no scope to absorb further rent increases or increase household earnings.

Essential Living Costs: Any additional increase beyond what the council already helps bridge would directly force me to compromise on basic living essentials, including food and rising energy bills—especially given the extra costs required to keep a property warm that suffers from heating deficiencies.

Impact on Dependent: The severe financial strain would directly compromise my ability to maintain a stable, warm, and secure living environment for my young child.

42. The Tenant produced evidence showing reliance on Universal Credit, a Discretionary Housing Payment, food bank support, and fuel poverty assistance. The Tenant asserts there is limited household income while acting as a full-time carer for an autistic child.

43. The Landlord does not agree that there would be undue hardship because the Tenant successfully paid the full contractual rent for an initial period exceeding three consecutive months. The Landlord asserts that this demonstrates that the agreed-upon rent is affordable and does not cause the Tenant financial hardship.
44. The threshold for demonstrating undue hardship is high. The Tenant has produced some evidence to support their submissions. The Tenant did not produce her bank statements, and the Tribunal could not ascertain from the documents provided whether there would be undue hardship.
45. In light of the lack of a financial breakdown of income and outgoings, the Tribunal cannot make a finding of financial hardship.

Decision

46. The Tribunal determines the new rent amount at £950 per calendar month with effect from 25 October 2026

Name: Tribunal Judge Bowden

Date: 06 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 of 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.