	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/23UD/MRA/2026/0030**
Property	**Viney House, Highview Road, Drybrook, Glos GL17 9DY**
Tenant	**Carl & Christine Jones**
Tenant's Representative	
Landlord	**Neil & Claire Walding**
Landlord's Address	**Albaida, Ruardean Hill, Drybrook, Glos GL17 9AS**
Landlord's Representative	**Dean Estate Agents**
Date of Application	**14 July 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 Decision	**06 October 2026**
Rent Determined	**£1,200 per calendar month**
Date of Valuation	**02 October 2026**
Date the new rent takes effect	**27 October 2026**

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REASONS FOR THE DECISION

Background

1. On 15 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,250 in place of the existing rent of £1,100 per calendar month (pcm) to take effect from 16 July 2026.

2. On 14 July 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 Tribunal received the Tenants' referral on the same date it was referred.

4. The assured shorthold tenancy commenced on 16 September 2025 for a term of 6 months. The rental period is monthly. The tenancy continued as a rolling periodic tenancy after the term ended.

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

5. The Tenants 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.

8. No furniture is included in the tenancy

9. The tenancy does not charge separately for maintenance, repairs or management costs.

10. There are no service charges payable under the tenancy.

Liability for Council Tax

11. 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

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

Hearing

13. Neither party requested an oral hearing.

14. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

Inspection

15. There was no inspection. The Tenants indicated on Form MR1 that they did think an inspection was required. The Landlord did not provide substantiated reasons for an inspection in their Form MR2 and provided the most recent inspection report.

16. On 03 September 2026, a legal officer of the Tribunal considered the Tenants' request for an inspection and refused it.

17. On 24 September 2026, Judge Westby considered the 03 September 2026 inspection decision afresh. The Tribunal again refused the request for an inspection.

The Property

18. The Property is located in Highview Road, Gloucestershire, and is a semi-detached house in a rural location. The accommodation is as follows:

Property:	Kitchen/breakfast room 2.75m x 5.75 m Living room 3.15m x 4.4m Downstairs wc 1.25m x 2.5m Bedroom 1 3.2m x 3.75m Bedroom 2 2.65m x 3.8m Bedroom 3 2.2m x2.75m Bathroom 2.15m x 2.6m
Outside:	Small garden to the side and to the front patio
Furnishings and flooring:	Mostly carpet.

	Vinyl flooring in the kitchen and downstairs wc and upstairs bathroom
Heating and thermal efficiency	Gas C/H Double glazing

Improvements

19. The Tenants have not listed any improvements.

Evidence

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

The Tenant

21. The Tenants provided:

    a. The Landlord owns three of the four houses in the row and is seeking to increase the rent to a level similar to that of a neighbouring property (£1,250 pcm).

22. The Tenants contended that the neighbouring property is itself over-rented and that the Landlord similarly overcharged them in March 2025.

23. The Tenants accepted the existing rent of £1,100 pcm for personal and family reasons.

24. The Tenants argued that the proposed increase to £1,250 pcm is not supported by local market conditions.

25. The Tenants disputed the Landlord's claim that the increase is justified by rising maintenance costs.

26. The Tenants stated that the property was completed less than two years ago by the Landlord's own building company and that many of the reported issues stem from poor workmanship rather than normal wear and tear.

    a. Reported defects and maintenance concerns:

        i. Lack of sealant around the bath/shower, creating a risk of water damage.

ii. Rainwater overflowing from guttering and running down external walls.

27. Several broken and unsafe steps leading to the property; the Tenants stated repairs took almost 12 months and some steps remain hazardous.

i. Persistent unpleasant odours outside the property, which the Landlord has allegedly failed to investigate.

ii. Extractor fan above the electric hob has never functioned properly and has not been adequately addressed.

28. The Tenants argued that the Landlord has incurred minimal maintenance costs and therefore cannot justify the rent increase on that basis.

29. The Tenants contended that the Landlord charges for services that are not being properly provided.

30. The Tenants stated that they have repeatedly raised safety concerns, including unsafe steps and a loose fence panel that they considered a danger to road users.

31. The Tenants submitted that they took steps to warn visitors and delivery drivers about the condition of the steps to prevent accidents.

32. The Tenants believed the Landlord has prioritised maximising rental income over properly maintaining the property.

33. The Tenants considered the proposed increase of approximately 13.7% to be unfair in light of the condition of the property and the Landlord's response to reported issues.

34. The Tenants maintained that the steps remain dangerous and continue to present a risk despite further reports to the managing agent.

35. The Tenant made the following comments on the Landlord's MR2:

36. The Tenants disputed several of the Landlord's assertions and stated that it was not the Tenants who claimed the rent increase was solely due to maintenance costs.

a. The Tenants says that Jenna Baldwin of Dean Estate Agents had previously stated, in correspondence and a telephone

conversation, that the Landlord wanted all three properties in the terrace to be paying the same rent.

b. The Tenants states that Jenna Baldwin expressed sympathy with his position, indicated that she did not necessarily agree with the proposed increase, and offered assistance with completing the Tribunal application form.

c. The Tenants says these discussions led him to believe that he had valid grounds to challenge the proposed rent increase.

37. Maintenance and repairs

38. The Tenants maintained that it took almost a year of repeated telephone calls and emails before action was taken regarding the unsafe steps.

39. Despite repair works, the Tenants contended that the steps remain unsafe and potentially more dangerous than before.

40. The Tenants stated that an inspection or repair appointment was arranged but that no contractor attended.

41. The Tenants disputed the Landlord's suggestion that health and safety concerns have been appropriately addressed.

42. Washing machine issue

43. The Tenants acknowledged that the washing machine issue received prompt attention.

44. However, the Tenants argued that this is not representative of the Landlord's overall response to maintenance concerns.

45. The Tenants stated that most issues raised by them relate to potential hazards or defects affecting the property rather than minor maintenance matters.

46. The Tenants say they have avoided carrying out repairs themselves because of concerns about altering fixtures without permission.

47. Property condition

a. The Tenants maintained that there are still unresolved issues which could potentially cause damage to the property.

b. The Tenants argued that despite reporting these matters, they cannot compel the Landlord or managing agent to undertake the necessary remedial works.

48. Comparable properties

a. The Tenants contended that the comparable properties relied upon by the Landlord have significant advantages, particularly their proximity to towns and shopping facilities.

b. They therefore disputed the validity of comparing those properties directly with Viney House.

c. In terms of rental evidence, the Tenants provided information which showed a similar property to the Property with rent of £1,000 pcm.

49. The Tenant's comparable properties are summarised below:

Property	**Features**	**Evidence**	**Rent pcm**	**Treatment by the Tribunal**
Subject property	3 bed 1 bath Semi		£1,100 current £1,100 Tenants view £1,250 Landlord proposed	
a. Mitcheldean	3 bed 1 bath Semi	Text copied from unknown course	£1,000	Price provided by Tenants. Source cannot be verified.

The Landlord

50. The Landlord disputes a number of the Tenants' statements and submissions.

a. The Landlord states that the proposed rent increase is not based solely on maintenance costs.

b. Increased costs of ownership and management, including higher Landlord insurance premiums and other Landlord expenses, have contributed to the need for a rent review.

c. The principal reason for the increase is to bring the rent into line with current market rents for comparable local properties.

d. The Landlord contends that the current rent is below market value and that the proposed rent reflects prevailing market conditions.

e. Maintenance and repairs

    i. The Landlord rejects the Tenants' claim of a "woeful" maintenance record.

    ii. The Landlord states that most maintenance requests have been dealt with promptly and within a reasonable time.

    iii. As an example, a reported washing machine fault was investigated by an engineer, who found the issue was a blocked filter rather than a defect.

    iv. The Landlord submits that reported issues have been taken seriously and appropriately investigated.

f. Construction defects and snagging issues

    i. Many of the issues raised by the Tenants are said to relate to the original construction of the property rather than routine maintenance.

    ii. The Landlord states that genuine snagging issues have been addressed through the appropriate channels.

    iii. Such issues should not be treated as evidence that the property has not been properly maintained.

g. Specific issues raised by the Tenants

    i. Remedial works have been undertaken to the external steps.

    ii. Any remaining works form part of an ongoing maintenance programme.

    iii. The Landlord rejects any suggestion of disregard for Tenants safety or Landlord obligations.

iv. A further inspection of the steps is planned, with repairs to be carried out where necessary.

v. Issues relating to the guttering, bathroom sealant, extractor fan and external odour have either been investigated, repaired where appropriate, or dealt with separately from the rent review.

51. The following comparables were provided by the Landlord via a Best Price guide, which showed similar properties to the Property with rents ranging from £1.200 to £1,400 pcm.

52. The Landlord's comparable properties are summarised below:

Property	**Features**	**Evidence**	**Rent pcm**	**Treatment by the Tribunal**
Subject property	3 bed 1 bath Semi		£1,100 current £1,100 Tenants view £1,250 Landlord proposed	
a. Crabtree Meadow, Berry Hill, Coleford	3 bed Semi	Best Price Guide	£1,400	Advertised as a quiet road, master bedroom has en-suite, EV charging and solar panels. Not a good comparable.
b. Perch Drive, Mile End, Coleford	3 bed Semi	Best Price Guide	£1,350	Advertised with a large rear garden and a separate utility room. Appears to be a larger property. Not a good comparable.
c. Market Mews, Cinderford, GL14	3 bed End of terrace	Best Price Guide	£1,350	No information beyond 3 bed end of terrace. Not a helpful comparable
d. Deans Walk, Harrow Hill, Drybrook	2 bed Detached	Best Price Guide	£1,250	Not comparable as only 2 bed and detached.

e.	Meendhurst Road, Cinderford	3 bed Semi	Best Price Guide	£1,250	Advertised as large garden, woodland views and off-road parking. Not a good comparable.
f.	Poppy Field, Broadwell, Coleford	3 bed Semi	Best Price Guide	£1,250	Advertised as 2 tandem parking spaces, and cul-de-sac. Limited help as a comparable given the difference with the subject property.
g.	Queens Acre, Newnham	3 bed Link detached	Best Price Guide	£1,250	Advertised as having a converted garage for additional flexible room and downstairs shower in addition to family bathroom. In a quiet cul-de-sac. Limited help as a comparable given the difference with the subject property.
h.	Harrow House, Highview Road	3 bed Semi New build	Best Price Guide	£1,250	Not a good comparable. Subject property is not a new build.

Determination and Valuation

53. 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.

54. The Tribunal carefully considered the comparable properties put forward by the parties. Relying on its own expertise and general knowledge of rental values in the area, and the relevant comparable

properties provided by the parties. The Tribunal considers that the market rent of the property, had it been in good repair and condition, would be £1,250 pcm.

55. The Tribunal accepts that maintenance and repairs are outstanding, as shown in the Tenants' photographs and the inspection report dated 02/04/26 which noted:

> *Smoke alarms checked and working.*
>
> *House extremely clean and tidy throughout.*
>
> *Steps at the front of property loose and breaking off, becoming a hazard.*
>
> *Fence in garden falling down from wind.*
>
> *Extractor hood in kitchen not working; makes a very loud noise; has not worked since Tenants moved in.*

56. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a. For want of repair/maintenance

57. The full valuation is shown below:

Starting Rent		**£1,250 pcm**
Less		
a)	Items given under 56a. above	£50 pcm
	Subtotal	£50 pcm
Market rent for the Property		**£1,200 pcm**

Undue hardship

58. 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 Tenants. 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.

59. The Tenant did not raise undue hardship.

Decision

60. The Tribunal determines the new rent amount at £1,200 per calendar month with effect from 27 October 2026, as this is lower than the Landlord's proposed rent of £1,250.

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.