	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/40UC/MRA/2026/0081**
Property	**Pipers House, 72 Bath Road, Ashcott, Bridgwater, Somerset, TA7 9QL**
Tenant	**Dakini Runningbear and Craig Newell**
Tenant's Representative	
Landlord	**Simon Ring**
Landlord's Address	**c/o Lettings r Us, 8 Harris Close, Frome, BA11 5JY**
Landlord's Representative	**Magda Furman. Lettings r Us**
Date of Application	**18 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 Mr M Woodrow MRICS**
Date of Decision	**02 November 2026**
Rent Determined	**£1,800 per calendar month**
Date of Valuation	**30 October 2026**
Date the new rent takes effect	**19 November 2026**

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REASONS FOR THE DECISION

Background

1. On 04 June 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,895 in place of the existing rent of £1,750 per calendar month (pcm) to take effect from 19 August 2026.

2. On 18 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 19 August 2022 for a term of 12 months. The rental period is monthly. Following the amendments introduced by the Renters' Reform Act 2025, the tenancy became a periodic assured tenancy with a monthly rent period (Housing Act 1988, s. 4A).

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.

7. The Tenant maintains the one and a half acre paddock and paid for the septic tank to be emptied.

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

8. No services are provided under the tenancy.

Liability for Council Tax

9. 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

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

Hearing

11. The Tenant requested an oral hearing. The Landlord did not provide an MR2.

12. The CVP hearing was listed on 30 October 2026, and the notice of hearing was sent on 12 October 2026. CVP links were sent to the parties on 20 October 2026 and 21 October 2026.

CMA dated 27 October 2026

13. On 26 October 2026, the Landlord emailed the tribunal stating that he had only just received notification of the hearing and he was travelling on 30 October 2026 and would not be available until the w/c 23 November 2026.

14. On 27 October 2026, the Landlord filed and served a CMA Order 1, asking for an adjournment for the same reasons as above.

15. On 29 October 2026, within the time allowed by the case officer, the Tenant replied and set out her objection to an adjournment.

16. On 29 October 2026, the CMA and objection were considered by the Panel. The CMA was refused.

17. The decision was not communicated to the parties before the hearing.

Hearing

18. There was a hearing via CVP on 30 October 2026 at 14:00.

    a. The hearing began at 14:08 and ended at 14:35.

    b. Neither the Landlord nor the agent attended.

19. As determined on 29 October 2026, the Tribunal was satisfied that the parties had received notice of the hearing on 12 October 2026 and should attend.

20. The Landlord, who had not completed an MR2 and had a managing agent in communication with the Tribunal on his behalf, was not in attendance. Via his CMA dated 27 October 2026, the Landlord had indicated that he would be travelling.

21. In all the circumstances, where the Landlord had not responded to the Application via an MR2 and had an agent, adjourning the hearing would not fulfil the Tribunal's overriding objective to deal with matters proportionately, fairly, and without undue delay.

Inspection

22. There was no inspection. The Tenant indicated on Form MR1 that they did not think an inspection was required. The Landlord did not provide a Form MR2.

The Property

23. The subject property is a detached four-bedroom house known as Pipers House, situated on Bath Road in Ashcott, Bridgwater, Somerset.

24. The property comprises a house and approximately 1.5 acres of paddock land.

25. It is located on the A39, on a bend where the road has double white lines.

26. The accommodation is as follows:

Property:	4 bedrooms (two doubles, and one single upstairs and a downstairs double in the front of the house) Kitchen and connected dining room. Reception area and conservatory. Uninsulated playroom/storage room/studio
Outside:	Garden Single garage Parking Land – 1.5 acres
Furniture:	Unfurnished
Furnishings and flooring:	Carpets throughout save for Click-system laminate in the kitchen
Appliances:	Did not include appliances

Heating and thermal efficiency	Central Heating Double glazing

Improvements

27. The Tenant has not listed any improvements.

Evidence

28. The Tribunal carefully considered the MR1 (Tenant) and attachments provided by the Tenant, along with relevant correspondence provided to it in the hearing bundle and the oral evidence of the Tenant.

29. The Tribunal is grateful for the documents provided (66 page bundle). If something is not mentioned in this decision, it does not mean it has not been considered by the Tribunal.

The Tenant

30. The Tenant provided:

31. Letter dated 26 August 2026, Form 4 and covering letter from the agent, tenancy agreement, image of upstairs hallway, list of comparables.

32. The Tenant made the following comments:

    a. They thought the open market rent should be £1,450.

    b. The proposed rent increase was excessive and did not reflect the property's condition or comparable market evidence.

    c. The Tenant described the property as an older detached stone house with four bedrooms, a conservatory, garage, storage/playroom and approximately 1.5 acres of paddock land which the Tenant was responsible for maintaining.

    d. The Tenant submitted that, prior to entering into the tenancy in August 2022, it had been agreed that a second bathroom would be constructed before occupation. The Tenant stated that this formed an important part of the decision to rent the property, but despite extensive discussions and attempts to facilitate the works, the additional bathroom was never built. The property therefore continued to have only one bathroom serving a four-bedroom house.

e. The Tenant further relied upon a number of condition issues. These included

   i. poor insulation resulting in high heating costs,

   ii. prolonged delays in repairing a damaged boundary fence, and leaks affecting the garage and storage room which allegedly rendered parts of those areas unusable for extended periods.

   iii. defects affecting the conservatory,

   iv. damp and mould issues,

   v. cracking to walls,

   vi. roof sagging, and concerns regarding unfinished or deteriorating elements of the property.

f. The Tenant submitted that some repairs had been significantly delayed and that the condition of the property was inferior to that which could reasonably be expected for the rent sought.

33. In support of the proposed rent, the Tenant provided details of comparable local properties advertised at rents between £1,500 and £1,800 per month.

a. 4 bed 2 bath £1,675 Stag's | Detached cul-de-sac | Pawlett, Bridgwater

b. 5 bed 2.5 bath £1,600 English Homes | Detached Chalet Bungalow | Sunnybanks, Ilminster

c. 4 bed 3 bath £1,600 Andrew Lee's | Detached | Teasel Path, Bridgwater

d. 5 bed 2 bath £1,575 Brightest Move | Town House | Bridgwater

e. 4 bed 3 bath 2 recept £1,800 Greenslade Taylor Hunt (link does not go to a property)

f. 4 bed 2 bath £1,500 LettingsRus | Detached | Radstock

34. In oral evidence, the Tenant confirmed the above and added:

a. The EPC is E (the publicly available register online has the EPC rating as D).

b. The kitchen laminate floor has been damaged by a leaking tap.

c. The roof leak took 3 years to repair.

d. The back studio leak took 3 years to fix .

e. The fence took years to repair, and the repaired fence has fallen down.

f. The garage is usable.

g. The property is poorly insulated.

h. Conservatory wall has no external render; it is the wall below the window. This lets cold in.

i. The windows are double-glazed throughout. Some do not shut properly; at an inspection, I was told to use duct tape.

j. Relies on a wood burner for heat.

k. There is a gas boiler – each room has a radiator. There is gas central heating.

l. The £1450 is based on a 7-mile radius search; the list in the bundle are the properties that the Tenant could find. All were better than the subject property.

m. The photo shows the crack – just to show the house, not the Hilton.

n. For the money being asked, the repairs should have been addressed a long time ago.

o. Mr Newell was the Tenant's co-signer – started out as a Tenant. He no longer lives in the property; he had not been formally removed from the tenancy.

p. **Paddock:** maintenance was the Tenant's responsibility. There was no rear access.

q. **Utilities:** Water mains, mains electricity and mains gas.

r. **Sewerage:** Private septic tank drainage, Tenant's obligation to empty; it was cracked.

s. Internal decoration:

i. Kitchen – farmhouse style kitchen made of MDF, at least 10 years old.

ii. Bathroom – this was a lot newer and quite nice, but there was no fan.

t. **Appliances:** not supplied. No fridge, stove, freezer, washing machine or dryer. All it came with was a dinky 4-ring electric hob.

u. **Window coverings:** some were supplied, essentially just the conservatory.

Determination and Valuation

35. 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.

36. The Tribunal is satisfied that the property requires general remedial work. The Landlord, who had an agent, did not file an MR2 challenging the Tenant's evidence. The Panel relied on the image in the bundle and the Tenant's evidence.

37. The Tribunal carefully considered the documents in the bundle and the comparable properties the Tenant put forward. Relying on its own expertise and general knowledge of rental values in the area, and the relevant comparable properties provided, the Tribunal considers that the market rent of the property, had it been in good repair and condition, would be £1,850.

38. From this level of rent, the Tribunal has adjusted in relation to the following:

a. The lack of white goods commonly provided, the dated kitchen, and general wants of repair and maintenance.

39. The full valuation is shown below:

Starting Rent		**£1,850 pcm**
Less		
a)	Items given under 38a above	£50 pcm
	Subtotal	£50 pcm
Market rent for the Property		**£1,800 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 they will be caused undue hardship because:

    a. Between the current rent, bills and council tax, I do not have enough for proper food and petrol to go to normal places and outings.

42. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions.

43. In light of the lack of a financial breakdown or financial evidence, the Tribunal is not satisfied that the Tenant has established undue hardship.

Decision

44. The Tribunal determines the new rent amount at £1,800 per calendar month with effect from 19 November 2026 as this is lower than the proposed rent of £1,895.00 per calendar month.

Name: Tribunal Judge Bowden **Date:** 02 November 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.