	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**HAV/00HC/MRA/2026/0087**
Property	**Flat 2, 47 Boulevard, Weston-Super-Mare, BS23 1PG**
Tenants	**Rory Iain Bevis and Abigail Louise Cotton**
Tenant's Representative	**-**
Landlords	**Matthew Wallis and Laura Gallo-Wallis**
Landlord's Address	**25 Brean Down Avenue, Weston-Super-Mare, BS23 4JQ**
Landlord's Representative	**Steve Excell (Brightestmove).**
Date of Application	**21 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**W H Gater FRICS (Chair)** **Ms S Johnson (Member)**
Date of Decision	**18 November 2026**
Rent Determined	**£1,150 per calendar month**

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Date of Valuation	**18 November 2026**
Date the new rent takes effect	**24 November 2026**

REASONS FOR THE DECISION

Background

1. On 8 June 2026, the Landlords served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,150 per calendar month (pcm) in place of the existing rent of £1,050 pcm to take effect from 24 August 2026.

2. On 21 August 2026, under Section 14 (A3) of the Housing Act 1988, the Tenants referred the Landlords' notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 24 March 2023. The rental period is monthly.

Services Charges or furniture provided by Landlords (other than carpets and curtain and white goods specified below) and the costs relating to the same.

4. None

Liability for Council Tax

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

Hearing

6. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

7. The Property is a first floor flat in a substantial stone built two storey semidetached building. It stands about ½ mile from the seafront at Weston-super-Mare

   Accommodation: Living room/ Kitchen area, Main bedroom with ensuite shower room. Second bedroom. Separate bathroom.

   Outside: Small garden. Parking in front forecourt.

   The Property has full double glazing and gas central heating. Carpets or laminate floor coverings are provided throughout. There is a washing machine and dishwasher included.

Evidence

8. The parties completed the relevant MR1 (Tenants), MR2 (Landlords) forms. The Tribunal did not receive form MR3 (Tenants' reply).

The Tenants

9. The Tenants made the following comments:

   a) The boiler is beyond end of life and previously failed.
   b) Heating controls are defective.
   c) There has been an issue with water ingress from roof drainage
   d) Water damage and electrical damage is alleged.
   e) Door handles to fittings are falling off.
   f) The loft ladder alleged unsafe/poor quality.
   g) Toilet refitting is required.
   h) Faulty doorbell transformer.

10. The Tenants refer to generally poor communication and maintenance response.

11. The Tenants directed the Tribunal to the Zoopla website, which offers a range of flats for rent in the area. They consider the market rent for the flat is £1,000 pcm.

The Landlords

12. The Landlords made comments which may be summarised as follows:

    a) The boiler holds a valid Gas Safety Certificate dated May 2026 and engineers advise that it does not require replacement. The Landlords have no record of a report of boiler failure in January 2026.

    b) The roof leak occurred during a flash flood in June 2026. On inspection immediately after the roof void was found to be dry and a drone inspection showed the roof valley was clear. An electrician found all electrical systems functioning correctly. The leak was caused by overcharging of the drain system during the downpour.

    c) The flat has two double bedrooms, with en-suite, a dressing area, parking and a garden.

    d) The rent proposed is lower than the market range of £1,250-£1,350 to reflect the Tenants' reliable payment history and length of tenancy.

13. The following comparables were provided by the Landlords:

    i. 2-bedroom apartment Grove Road offered at £1,400 pcm
    ii. 2-bedroom flat Baker Street offered at £1,300 pcm
    iii. 2-bedroom flat Swiss Road let agreed offered at £1,200 pcm
    iv. 2-bedroom flat St Saviours Church let agreed offered at £1,200 pcm
    v. 2-bedroom flat Locking Road offered at £1,200 pcm
    vi. 2-bedroom flat Montpelier offered at £1,195 pcm
    vii. 2-bedroom flat Locking Road offered at £1,150 pcm

Determination and Valuation

14. 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 Landlords at the beginning of the new period specified in the Landlord's notice. Relevant Tenants improvements or failure of the Tenants to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlords are not taken into account. The personal circumstances of the Tenants are only considered if an application for hardship has been made.

15. The Tribunal has considered the evidence from both parties regarding the condition of the Property and the maintenance issues identified by the Tenants.

Whilst the Tribunal accepts that certain repairs and maintenance matters have arisen during the tenancy, it is not satisfied that the evidence demonstrates any significant impact on the open market rental value of the Property at the valuation date. The Tribunal therefore does not consider that any reduction in rental value is justified.

16. This is a large two-bedroom flat. The publicly available EPC certificate indicates a floor area of approximately 99 m². Having regard to the size and characteristics of the Property, together with the comparable evidence provided by the parties and its own expertise and knowledge of local rental values, the Tribunal considers that the open market rent of the Property is £1,150 pcm.

Open-Market Rent **£1,150 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 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.

18. The Tenants have asked the Tribunal to fix a later starting date in this case. The Tenants say they will be caused undue hardship but have provided no supporting evidence.

19. The Landlords state that they are not aware of the tenant's financial position and that they have provided no evidence of such hardship.

20. The threshold for demonstrating undue hardship is high. The Tenants have produced no evidence to support their submissions. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

21. The Tribunal determines the new rent amount at £1,150 per calendar month with effect from 24 November 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.