



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

Case Reference : HAV/00MR/MNR/2024/0614

Property : Room 5, 69 Wadham Road, Portsmouth,
Hampshire PO2 9ED

Applicant Tenant : Mr Elliott Twigg

Representative : None

Respondent Landlord : Mr J Ponnudurai

Representative : Apex Lettings

Type of Application : Determination of a Market Rent. Sections 13 &
14, Housing Act 1988

Tribunal Members : Mr J G G Wilson MRICS
Mr I R Perry FRICS
Mr N I Robinson FRICS

Date of Inspection : None, Determination on Papers

Date of Decision : 17 December 2024

DECISION

Decision of the Tribunal

On 17 December 2024 the Tribunal determined a Market Rent of £725 (Seven Hundred and Twenty-Five Pounds) Per Calendar Month to take effect from 24 November 2024.

Background

1. The case concerns the determination of a market rent for the subject property following a referral of the Landlord's Notice of proposed increase of rent payable by the Tenant pursuant to sections 13 and 14, Housing Act 1988.
2. On 4 October 2024 the Landlord served a notice under Section 13(2) of the Housing Act 1988 to propose a new rent of £725 per month in place of the existing rent of £695 per month to take effect from 24 November 2024. The Notice complied with the legal requirements and sought an increase in rent of £30 per month.
3. On 13 October 2024 the Tenant served an Application to refer the Landlord's Notice under Section 13(4)(a) of the Housing Act 1988 proposing the new rent under the Tenancy to the First-tier Tribunal.
4. The Tribunal issued Directions dated 1 November 2024. The Tribunal does not consider it necessary and proportionate in cases of this nature to undertake an inspection nor to hold a Tribunal hearing unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
5. The Tribunal in its Directions informed the parties that, unless either party objected, the Tribunal intended to determine the rent based on the papers (written representations), paragraph 5.
6. Similarly, the parties were informed the Tribunal will not inspect the property but will seek to view it on the internet; and goes on to say if it considers it necessary, it may carry out an external inspection, paragraph 6.
7. The parties were directed to complete and return their completed 'Rent Appeal Statement' to form their statement of case, within specific time limits, paragraphs 8 – 12 inclusive. The Rent Appeal Statement includes for provision of photographs to assist the Tribunal to understand the case and to help the party to present the issues.
8. Both parties submitted completed Rent Appeal Statements in accordance with the Directions. The Statements included: a description of the property with both floor plans and photographs to assist, an outline of the property's features, any improvements, condition and an assessment of the rental value with comparable lettings evidence to support the same. The papers were also copied to the other party.
9. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 17 December 2024 based on the Rent Appeal Statements (Papers) submitted.

The Property

10. From the information provided in the Papers and Google Street View, 69 Wadham Road is a three-storey, late Victorian/early Edwardian terrace town house of traditional brick construction. It has been divided into seven rooms, each with an en suite shower room/WC. On the ground floor at the rear are communal living-room, kitchen and washing facilities. There is a rear garden shared by the occupants with a bicycle shed.
11. The property is in a residential area close to bus and rail links.
12. Room 5 is on the first floor at the front of the property. The Papers include floor plans of 69 Wadham Road and Room 5. In their description of the property, the Landlord's representative lists the area of the Room (to exclude the en suite shower room/WC) at 18.39 square metres. The en suite shower room/WC is listed with an area of 2.75 square metres. Aggregate area to equal 21.14 square metres (228 square feet).

The Tenancy Agreement

13. The tenancy agreement is dated 18 June 2022 (tenant) and 20 June 2022 (landlord) and is for a minimum period of six months from 24 June 2022 at a rent of £650 per month. At the expiration of the minimum period the tenancy continues 'thereafter as a contractual periodic tenancy on a rolling monthly basis.' Whereas there is provision for the rent to be reviewed, there is no review mechanism.
14. The tenant covenants, inter alia, to keep the premises in good tenantable repair. Utility bills up to £100 per tenant per month are included in the rent. In addition, the landlord '...agrees to pay the Council Tax whilst the property is classed as one sole property.'
15. Similarly, the landlord covenants, inter alia, to provide for quiet enjoyment and '...To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers, and other similar mechanical or electrical appliances belonging to the landlord...'. The agreement is subject to section 11, Landlord and Tenant Act 1985.
16. Furniture is provided under the tenancy, as follows: one double bed, wardrobe, chest of drawers, two bedside cabinets, one desk, one table and three chairs.

Submissions – Rent Appeal Statements

17. The Landlord's representative, Ms Sarah Goodwin of Apex Lettings, submitted a Rent Appeal Statement in accordance with the Directions, having sent a copy to the tenant on 13 November 2024. An increase from the current rent payable of £695 per calendar month to £725 per calendar month from 24 November 2024 is reaffirmed.
18. Floor plans of the property and the Room are provided. Areas of the Room and a selection of photographs are included to assist also.
19. Improvements: it is stated '...The property underwent a complete and full renovation/refurbishment which completed towards the end of 2019...The tenant moved into the property in June 2022 when the fixtures and

installations were only 2.5 years old and still in very good condition as per the inventory...’ It goes on to say ‘...Currently, there are no ongoing disrepairs/defects that we have been made aware of.’

20. The landlord’s representative sets out comparable lettings evidence to support the proposed new rent of £725 per calendar month. It is not the Tribunal’s intention to give an analysis of all the evidence listed, but to outline the overall valuation approach to show that all aspects have been considered.
21. The valuation approach is in three parts: (1) rooms with en suite bathrooms let by Apex within the last two months; (2) listings of rooms in HMO properties available to let, downloaded from SpareRoom, dated 11 November 2024; and (3) a similar listing of rooms available to let in a house share, downloaded from Rightmove, dated 12 November 2024. We comment on each part briefly as follows.
22. (1) Rooms let out by Apex: outline details of five lettings are set out in a schedule in tabular form. One of those listed is Room 2 in the subject property. From the floor plans provided, Room 2 is on the ground floor, towards the centre of the property and adjacent to the communal areas. The area (‘Size in sqm’) is 10.09 square metres. The ‘Cost per sqm in £’ for Room 2 is £69.38 per calendar month, per square metre. The average of the five lettings in the schedule is £66.27 per calendar month, per square metre. The corresponding rate for Room 5 for the proposed new rent of £725 per calendar month is £39.42 per calendar month, per square metre.
23. (2) SpareRoom: the download is of 53 listings on 11 November 2024. Following (1) above, a schedule in tabular form puts the properties into baskets having applied six filters under ‘Room Type’, one of which is ‘Double with Ensuite, All Bills included.’ ‘The Average Rent’ for 33 of the 53 properties listed is £743.91 per calendar month, per square metre, which Ms Goodwin points out is ‘(higher than the rent increase proposed).’
24. (3) Rightmove: the download is of 33 listings on 12 November 2024. Again following (1) and (2) outlined above, a schedule in tabular form puts the properties into baskets having applied six filters under Room Type, one of which is ‘Double with Ensuite, All Bills included.’ The Average Rent for 15 of the 33 properties listed is £738.33 per calendar month, per square metre, which Ms Goodwin states is ‘more than the proposed increase.’
25. In conclusion Ms Goodwin goes on to say currently she would recommend the property be marketed to let at £775 to £785 per month.
26. The tenant, Mr Elliott Twigg, submitted a Rent Appeal Statement in accordance with the Directions too, with copy sent to the landlord’s representative on 22 November 2024.
27. A selection of photographs is included to assist which in turn reflect Mr Twigg’s occupancy. The outline details under ‘Description’ confirm Ms Goodwin’s corresponding description in her statement.

28. Improvements: Mr Twigg says ‘There have been no large improvements to the property since I initially moved in.’
29. Condition of the property: a) Disrepairs/Defects – there is reference to ongoing issues with the boiler, leading to a lack of running hot water and heating at times; b) Age and Condition of Bathroom and Kitchen fittings - save the boiler issues, ‘everything is in working order.’
30. Mr Twigg does not give his assessment of the rental value of the property; however, he confirms: all bills are included in the rent; a fortnightly cleaning service is included too; and the garden is maintained by members of the house. On the latter point, at clause 5.13.1 of the tenancy agreement, Gardens and Driveways, ...’the Tenant agrees to keep them clean and tidy, properly cultivated etc.’
31. Mr Twigg provides outline letting particulars of three properties downloaded from Rightmove, briefly as follows: (1) Stubbington Avenue, Portsmouth – HMO, one bedroom, furnished, at an asking rent of £675 per calendar month, an equivalent £51.92 per calendar month, per square metre; (2) Hudson Road, Southsea – en suite rooms available to let in this seven bedroom terrace house at £675 per calendar month; and (3) Wykeham Road, Portsmouth – HMO, one bedroom, furnished, soon to be on the market at an asking rent of £695 per calendar month.
32. Mr Twigg concludes ‘Other more expensive rooms over £700 are all being marketed as ‘Luxury’, and I believe should not be considered.’

The Law

Section 14, Housing Act 1988 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
 - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded-
 - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

- (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely-
- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
 - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1)(a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.

Considerations and Valuation

- 33. The Tribunal first considered whether it felt able to decide this case reasonably and fairly based on the papers submitted only, with no oral hearing. Having read and considered the papers the Tribunal decided it could do so.
- 34. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Tenant are not relevant to this issue.
- 35. The property is a good conversion with good quality fixtures, fittings and white goods. The market rent to be determined is of a first-floor room, furnished, with ensuite shower room/WC. Where the tenant has use of communal facilities, a shared garden and a bicycle store.

36. In its assessment of Ms Goodwin's evidence, the Tribunal attributed most weight to the rooms with en suite bathrooms that Apex has let out in the preceding two months (sub paragraph 1) of her valuation approach). In particular, the letting of Room 2, in the subject building, in July 2024 at £700 per calendar month. In the Tribunal's view, Room 2 is an inferior room to Room 5, being on the ground floor, adjacent to the communal areas, lesser internal area, awkward in shape and without a desk.
37. Turning to sub paragraphs 2) and 3), of Ms Goodwin's valuation approach, the filter exercises of the listings downloaded from SpareRoom and Rightmove and their analysis go to support the corresponding analyses of recent comparable lettings.
38. Mr Twigg does not give his assessment of the rental value of Room 5. He has provided outline marketing details of three properties downloaded from Rightmove. All are listed as one bedroom with en suite bathroom and furnished. Stubbington Avenue is listed on the market to let at an asking rent of £675 per calendar month. The 'size' is given at 13 square metres. This is appreciably less than Room 5, which has an area, to include the en suite shower room/WC, of 21.14 square metres.
39. For the properties in Hudson Road and Wykeham Road, there is insufficient detail given to draw any reasonable valuation conclusion to attribute weight, beyond that both and Stubbington Avenue would sit in the baskets of properties available to let that Ms Goodwin has downloaded at her sub paragraphs 2) and 3).
40. The Tribunal having considered all the above, the parties' Rent Appeal Statements with associated correspondence and using its own judgement and knowledge of rental values in the Portsmouth area, has decided that the market rent for Room 5 in accordance with the legislation is £725 per calendar month.
41. The tenant made no representations that the starting date for the new rent specified in the Landlord's notice would cause undue hardship.

Determination

42. The Tribunal therefore decided that the rent at which Room 5 might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was **£725 (Seven Hundred and Twenty-Five Pounds) Per Calendar Month.**
43. The Tribunal directs that the new rent of £725 per calendar month should take effect from the 24 November 2024, this being the date specified in the Landlord's Notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 days' time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 days' time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal and state the result the party making the application is seeking.