



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

Case Reference : **HAV/00MS/MNR/2025/0673**

Property : **18 Maple Road
Bitterne
Southampton
Hampshire
SO18 4EE**

Applicant Tenant : **Ms N K Harding**

Representative : **None**

Respondent Landlord : **Mr F Benali**

Representative : **Ms Rebecca Chapman, Charters Estate
Agents Limited**

Type of Application : **Determination of a Market Rent -
sections 13 & 14 of the Housing Act 1988**

Tribunal Members : **Mr J G G Wilson MRICS
Judge C A Rai**

Date of Application : **17 April 2025**

Date of Decision : **9 June 2025**

DECISION

On 9 June 2025 the Tribunal determined a market rent of £675 (Six Hundred and Seventy-Five Pounds) per Calendar Month to take effect from 28 April 2025.

REASONS

Background

1. By way of an application given to the Tribunal dated 17 April 2025, the Applicant (“the tenant”) of 18 Maple Road, Bitterne, Southampton, Hampshire, SO18 4EE (hereinafter referred to as “the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent (“the landlord”) of the property under Section 13(2) of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 14 March 2025, proposed a new rent of £900 per month in lieu of a passing rent of £650 per month, to take effect from 28 April 2025.
3. The tenant has occupied the property under an assured tenancy from its term start date of 28 March 2014.
4. The Tribunal issued Directions dated 30 April 2025 advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within seven days. The parties were also advised that, whereas no inspection would be undertaken, the Tribunal would seek to view the property on the internet. (Paragraphs 5 and 6 of the Directions respectively.)
5. 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.
6. The Directions required the landlord and the tenant to submit their completed Rent Appeal Statements (“Statement”) to the Tribunal by 14 May 2025 and 28 May 2025 respectively, with copies to be sent to the other party. Whereas the tenant has submitted a Statement, neither the landlord nor his representative has done so. Ms Harding’s Statement was given in accordance with the timings in the Directions. Within her Statement, Ms Harding has included a selection of both internal and external photographs of the property.
7. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 9 June 2025 based on the tenant’s application under section 13(4) of the Housing Act 1988, the tenant’s Statement and of its own expert, general knowledge of rental values in the area.
8. The Tribunal has read the papers and the parties’ submissions in full. In this decision the Tribunal does not discuss each point given but limits it to those relevant to the determination of the market rent in accordance with the legislation.

The Property

9. From the information provided in the papers and Google Street View, 18 Maple Road is a mid-terrace house on the ground and first floor, which has been converted into two flats. The property is of traditional brick construction with a pitched tiled roof.
10. No. 18 is the ground floor flat. From the inventory provided dated 27 March 2014 and the description given by Ms Harding, the accommodation comprises:

entrance hall, kitchen, reception room, bedroom and bathroom/WC. There is a garden at the rear, which is listed as private. The garden at the front is shared.

11. Maple Road runs in north/southerly direction between Beech Avenue and Bitterne Road West. It lies to the east of River Itchen and the nearest railway station is Bitterne.

The Tenancy Agreement

12. The tenancy agreement is for an initial term of one year (12 months) from 28 March 2014 to 27 March 2015. The rent is £650 per month, payable monthly in advance.
13. At the expiration of the fixed term, the tenancy has continued as a statutory periodic tenancy in accordance with the Housing Act 1988 (as amended). The tenant is required to give one months' notice to terminate the tenancy.
14. The tenants covenant, inter alia, to pay the rent, to pay Council Tax, to pay for all services to the Property, to notify the landlord or his agent in advance if the property is to be left empty or unoccupied for any continuous period in excess of 14 days, to cut the grass and to keep any patio/path/garden area etc. weed free and cultivated, to use the premises and the fixtures and fittings in a tenant like manner.
15. Similarly, the landlord covenants, inter alia, to provide for quiet enjoyment, to comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations to keep the property in repair and proper working order.
16. Whereas the tenancy agreement, in effect, provides for its continuation as a periodic tenancy, there is no rent review clause.

Submissions

17. Ms Harding submitted her Statement on 23 May 2025 and copied the same to the landlord's agent (Ms R Chapman) the same day.
18. In paragraph 10 above is the outline description and accommodation of the property provided by Ms Harding in her application. In her Statement, Ms Harding says the property is a ground floor flat in a terraced building. In addition, Ms Harding has provided the Tribunal with external and internal photographs of the property and a copy of her 'check-in' inventory dated 27 March 2014.
19. Under 'Features', Ms Harding says Central Heating, Double Glazing, Carpets & Curtains and the White Goods have been provided by the landlord. There is also a private garden.
20. Under 'Improvements' Ms Harding lists various items which she has carried out. In outline as follows: (1) replaced fencing in the garden to make it more secure, (2) redecorated the property, (3) replaced the carpet in the sitting room, (4) installed an electric fire in the reception room, (5) replaced the blinds in the bedroom, (6) redecorated the bathroom post flooding from the first floor flat, (7)

cleaned the communal entrance hall and (8) tended the front (shared) garden. The Tribunal determines that whereas the installation of an electric fire is an improvement, all the other works are not and constitute works of on-going repairs and maintenance of the property for which the landlord is responsible in any event.

21. Under 'Condition of the property...Disrepairs/Defects...', Ms Harding lists various disrepairs and defects, in outline as follows: (1) the patio doors are insecure, (2) there are faults with the oven, (3) disrepair to the kitchen base units, (4) mould to the work surfaces in the kitchen, (5) the extractor fan in the bathroom does not work, (6) the bay window in the bedroom has 'blown' (which also results in poor insulation), (7) the carpet in the bedroom is dated and of poor quality, (8) the carpet in the communal entrance hall is soiled, (9) the front garden is not maintained, (10) the electricity supply box to the first floor flat is damaged and (11) the bathroom and kitchen fixtures are dated.
22. Under 'Any Other Comments', Ms Harding refers to the landlord's proposal to increase the rent from £650 per calendar month to £900 per calendar month and goes to say that in negotiations with the lettings' agent "I could afford a £100 a month increase followed by a £50 a month increase the following year. However, I would struggle to afford the £250 pcm or 39% increase he was asking for and after checking local estate agents and looking online £900pcm was excessive against the rest of the market. I also asked if the increase could be done in April in line with my pay rise at work [sic]."
23. Ms Harding then adds the landlord has persistently not addressed the maintenance issues and concludes to say "I do not believe this rent increase is fair or realistic..."
24. Under 'Your assessment of the rental value of the property', Ms Harding has provided a Rightmove search of six one-bedroom flats to let in the range of £675 per calendar month to £825 per calendar month.
25. Three of the comparable lettings to which Ms Harding refers are in the SO18 postcode. Outline particulars of which are as follows: (1) £800 pcm - Bullar Road, Bitterne Park – a modern one-bedroom apartment, (2) £775 pcm – Bitterne – an unfurnished first floor one-bedroom flat, close to Bitterne Park, and (3) £675 pcm – Bitterne Road West – a one-bedroom ground floor apartment.

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.

26. In accordance with the terms of section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property

might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the tenancy. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy.

Considerations and Valuation

27. The Tribunal first considered whether it felt able to determine 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.
28. The Tribunal is required to determine the rent at which the 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(s) are not relevant to the issue.
29. Whereas the tenant has given a Statement, neither the landlord nor his agent has done so. Ms Harding's Statement (and application) includes a description of the property, its features, external and internal photographs and a copy of the check-in inventory dated 27 March 2014, to assist the presentation of her case to the Tribunal.
30. Having considered the comparable evidence provided by Ms Harding and of its own expert, general knowledge of rental values in the area, the Tribunal determined that the market rent for the property in good tenantable condition would be £800 (Eight Hundred Pounds) per Calendar Month.
31. In paragraph 21 above the Tribunal has itemised the dated kitchen and bathroom equipment and other instances of disrepair and defects listed by Ms Harding. Ms Harding has provided photographs to show the same.
32. From its analysis of Ms Harding's submissions and the papers, the Tribunal has determined adjustments are required to its determination of the market rent of the property, as follows.
 - The kitchen equipment is dated and there are items of disrepair.
 - The bathroom/WC equipment is dated and there are items of disrepair.
 - There are further items of disrepair and defects for which the Tribunal has taken an overall valuation approach to reach its adjustment, as opposed to attribute a sum to each item identified.
33. Following the above, the Tribunal's valuation is shown below:

Market rent for the property (£ PCM) -	£800
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Less deductions (£ PCM) for:

Kitchen	£25
Bathroom/WC	£25

Further items of Disrepair and Defects	<u>£75</u>
	£125

Market rent (per calendar month)	£675
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34. The Tribunal therefore decided that the rent at which the property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £675 (Six Hundred and Seventy-Five Pounds) per Calendar Month.
35. In both her application and subsequent Statement given to the Tribunal Ms Harding has given submissions on the difficulty she would suffer in the event the current rent payable of £650 per calendar month was raised to £900 per calendar month. Ms Harding has said she could afford a £100 per calendar month increase, followed by a further £50 per calendar month increase the following year.
36. In a subsequent email to the Tribunal dated 10 June 2025, Ms Harding says “As it stands I am going to struggle to pay the backdated amounts and interest on top and I didn’t put in my application if the tribunal would consider making the effective date of increase from the decision date. I didn’t know I could request this [sic].”
37. Under section 14(7) of the Act, if it appears to the Tribunal that the date specified in the Notice as the starting date of the new rent it has determined would cause the tenant undue hardship, the Tribunal may defer the start date to a later date (such date not to be later than the date of its decision).
38. Having considered Ms Harding’s submissions, the Tribunal has determined the increase of £25 per calendar month would not cause her undue hardship. Accordingly, the new rent of £675 per calendar month is to start from 28 April 2025, being the date proposed in the 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.