



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

<b>Case Reference</b>	<b>:</b>	<b>HAV/24UN/MNR/2025/0667</b>
<b>Property</b>	<b>:</b>	<b>23 Brick Lane Romsey Hampshire SO51 8LG</b>
<b>Applicant Tenants</b>	<b>:</b>	<b>Ms S Rebdi and Mr T M Julyan</b>
<b>Representative</b>	<b>:</b>	<b>None</b>
<b>Respondent Landlord</b>	<b>:</b>	<b>Northwood Southampton Limited</b>
<b>Representative</b>	<b>:</b>	<b>Ms Emily Burden</b>
<b>Type of Application</b>	<b>:</b>	<b>Determination of a Market Rent - sections 13 &amp; 14 of the Housing Act 1988</b>
<b>Tribunal Members</b>	<b>:</b>	<b>Mr J G G Wilson MRICS Ms C D Barton BSc MRICS</b>
<b>Date of Application</b>	<b>:</b>	<b>8 April 2025</b>
<b>Date of Decision</b>	<b>:</b>	<b>30 June 2025</b>

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**DECISION**

**On 30 June 2025 the Tribunal determined a market rent of £1,350 (One Thousand Three Hundred and Fifty Pounds) per Calendar Month to take effect from 4 May 2025.**

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## **REASONS**

### **Background**

1. By way of an application given to the Tribunal dated 8 April 2025, the Applicants (“the tenants”) of 23 Brick Lane, Romsey, Hampshire, SO51 8LG (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 5 March 2025, proposed a new rent of £1,375 per month in lieu of a passing rent of £1,300 per month, to take effect from 4 May 2025.
3. The tenants have occupied the property under an assured tenancy from its term start date of 4 May 2022.
4. The Tribunal issued Directions dated 20 May 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 3 June 2025 and 17 June 2025 respectively, with copies to be sent to the other party. Both Ms Burden, on behalf of the landlord, and Ms Rebdi have submitted a Statement, each in accordance with the Directions.
7. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 30 June 2025 based on the tenants’ application under section 13(4) of the Housing Act 1988, the parties’ Statements 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, 23 Brick Lane is a second floor flat in a purpose-built block of flats of three storeys (ground, first and second floors) of traditional brick construction and pitched tiled roof.
10. No. 23 is on the second floor. From the descriptions and the photographs provided of the property, the accommodation comprises: entrance hall, reception room, kitchen, two bedrooms, one bathroom/WC and one en suite shower room/WC. In addition, there are two car-parking spaces.

11. Brick Lane is a cul-de-sac which runs in a northerly direction off the A3090. Romsey railway station is to the northwest.

### **The Tenancy Agreement**

12. The tenancy agreement is for an initial term of six months from 4 May 2022 to 3 November 2022. The rent is £1,150 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 tenants are required to give two 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, not to leave the Property vacant for more than 30 consecutive days, to use the Property in a tenant-like manner, to keep the Property in a good state of decorative condition and to yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy.
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 Burden submitted her Statement on 22 May 2025 and copied the same to the tenants the same day.
18. Ms Burden describes the flat to be on the third floor. The Tribunal notes the property is on the second floor. There is no lift. Ms Burden has provided the Tribunal with internal photographs of the property from a copy of the Inventory & Schedule of Condition carried out on 3 May 2022.
19. Under 'Features', Ms Harding says Central Heating, Double Glazing, Carpets & Curtains, a washing machine and a cooker have been provided by the landlord. There are two allocated car-parking spaces and access to Communal Gardens.
20. Under 'Condition of the property...Disrepairs/Defects...', Ms Burden says the property is in good condition and goes on to outline the following defects: a flush button to a WC, a latch to the front door sticks and an instance of mould in the main bedroom. For all of which a contractor has been instructed to attend and to undertake.
21. Under 'Any Other Comments', Ms Burden says "The property is on a private estate, close to the town centre, local amenities and the train station. There is also reasonably quick access to transport links."
22. Under 'Your assessment of the rental value of the property', Ms Burden has

included listings from Rightmove plus and concludes to say she feels the offered increase of £75 per calendar month is reasonable.

23. The Best Price Guide provided by Ms Burden is of five, two-bedroom comparable lettings of flats in the price range of £1,350 per calendar month to £1,400 per calendar month. Two of the properties are in Brick Lane with rental prices of £1,400 per calendar month and both marketed to let in May 2025.
24. Ms Rebdi's says the property is on the second floor and her description confirms that given by Ms Burden. Under 'Features' Ms Rebdi says of the White Goods, only the cooker is provided by the landlord. This is confirmed in Ms Rebdi's email to Ms Bevan of Northwood (Southampton) Limited dated 3 May 2022. Off-street parking and access to communal gardens is confirmed too.
25. Under 'Disrepairs/Defects, Ms Rebdi says the door is still sticking (paragraph 20 above).
26. Ms Rebdi has provided the Tribunal with comparable lettings' evidence to refer to, which in outline is as follows: (1) five, two-bedroom houses (terraced, mews and semi-detached) in the price range of £1,200 per calendar month to £1,275 per calendar month, and (2) two, two-bedroom flats listed at £1,100 per calendar month and £1,300 per calendar month.

## **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.

27. 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**

28. 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.
29. 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.

30. Both parties have given a Statement. Ms Rebdi's Statement (and application) includes a description of the property, which confirms that given by Ms Burden. Ms Rebdi reiterates the property is on the second floor. Ms Burden has provided various photographs of the property from the Inventory & Schedule of Condition dated 3 May 2022 to assist the Tribunal. Both Ms Burden and Ms Rebdi have provided comparable lettings' evidence to assist the Tribunal too.
31. Having considered the comparable evidence provided 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 £1,375 (One Thousand Three Hundred and Seventy-Five Pounds) per Calendar Month.
32. Ms Rebdi has confirmed of the White Goods, only the cooker is provided by the landlord, and the minor defect of the door subsists. Accordingly, and from its analysis of the parties' submissions and of the papers, the Tribunal has determined an adjustment is required to its determination of the market rent of the property for the tenant's provision of a washing machine and a cooker, coupled with the minor outstanding defect, valued in aggregate at £25 per calendar month.
33. Following the above, the Tribunal's valuation is shown below:
- |  |            |
|--|------------|
| Market rent for the property (£ PCM) - | £1,375     |
| Less deduction (£ PCM) for:            |            |
| White Goods and minor defect           | <u>£25</u> |
| Market rent (per calendar month)       | £1,350     |
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 £1,350 (One Thousand Three Hundred and Fifty Pounds) per Calendar Month.
35. In neither their application, nor their subsequent Statement have Ms Rebdi and Mr Julyan given any submission to the Tribunal that the starting date for the new rent specified in the Notice would cause them undue hardship.
36. Accordingly, the Tribunal directs that the new rent of £1,350 per Calendar Month should take effect from 4 May 2025. This being the date specified in the Notice proposing a new rent.

### **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](mailto: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.