



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

Case Reference	:	HAV/00MS/F77/2025/0624
Property	:	7 Atherley Road, Southampton, Hampshire, SO15 5DR
Applicant Landlord	:	Mr P Starling
Representative	:	Genesis Rentals Limited – Ms K Chalmers
Respondent Tenant	:	Dr G Rouschias
Representative	:	
Type of Application	:	Determination of a registered rent Section 70 Rent Act 1977
Tribunal Members	:	Regional Surveyor J Coupe FRICS Mr J Reichel MRICS
Date of Decision	:	10 July 2025

REASONS

Decision of the Tribunal

On 10 July 2025 the Tribunal determined that a sum of £910.00 per month will be registered as the Fair Rent with effect from the same date.

Background

1. On 21 March 2025 the Rent Officer received an application from the landlord for registration of a Fair Rent of £1,050.00 per month in lieu of the passing rent of £765.00 per month.
2. On 20 May 2025 the Rent Officer registered a Fair Rent of £900.00 per month, effective from 31 May 2025.
3. On 2 June 2025 the landlord, via their representative Genesis, objected to the registered Fair Rent and requested the Rent Officer to refer the matter to the Tribunal.
4. The tenancy appears to be a statutory protected tenancy, with the Rent Register including a commencement date of 1 April 2004. The Tribunal was not provided with a copy of the tenancy agreement.
5. The Rent Register provides that the landlord is responsible for repairs and external decorations. The tenant covenants to decorate internally. Section 11 Landlord and Tenant Act 1985 applies.
6. On 10 June 2025 the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on papers unless either party objected, in writing, within 7 days. The parties were advised that no inspection would be undertaken. No objections were received.
7. The Directions required the landlord and tenant to submit their statements to the Tribunal by 24 June 2025 and 8 July 2025 respectively. Both parties submitted a response by the required date.
8. Having reviewed the parties' submissions, the Tribunal concluded that the matter was capable of being determined fairly, justly and efficiently on the papers, consistent with the overriding objective of the Tribunal.
9. These reasons address only the key issues raised by the parties. They do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are fundamental to the determination.

Law

10. When determining a Fair Rent the Tribunal, in accordance with section 70 of the Rent Act 1977, must have regard to all the circumstances including the age, location and state of repair of the property. The Tribunal must disregard the effect, if any, of any relevant tenant's improvements and the effect of any disrepair or any other defect attributable to the tenant or any

predecessor in title under the regulated tenancy, on the rental value of the property.

11. In *Spath Holme Ltd v Chairman of the Greater Manchester etc Committee* (1995) 28HLR 107 and *Curtis v London Rent Assessment Committee* (1999) QB 92 the Court of Appeal emphasised:

That ordinarily a fair rent is the market rent for the property discounted for scarcity i.e. that element, if any, of the market rent, that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms to that of a regulated tenancy, and

That for the purposes of determining the market rent, assured tenancy market rents are usually appropriate comparables; adjusted as necessary to reflect any relevant differences between the comparables and the subject property.

12. The Rent Acts (Maximum Fair Rent) Order 1999 restricts the amount by which the rent, less variable service charge, may be increased to a maximum 5.00% plus Retail Price Index since the last registration.
13. Under paragraph 7 of the Order an exemption to this restriction applies where the Landlord proves that repairs or improvements undertaken have increased the rent by at least 15% of the previous registered rent.

The Property

14. From the information provided in the papers and images publicly available online, 7 Atherley Road is a ground floor flat in a two-storey converted semi-detached Victorian house of traditional brick construction and pitched slate roof.
15. The property is situated in a residential area of similar housing, within reach of all amenities.
16. From the description provided by the landlord and included in the Rent Register by the Rent Officer, the accommodation comprises: reception room, kitchen, two bedrooms and a bathroom with WC. In addition, there is a communal garden and off-street parking.

Submissions

17. The landlord's representative, Ms Chalmers, submitted her Statement with accompanying documentation on 11 June 2025 and copied to the tenant by post the same day.
18. Ms Chalmers confirms that the information provided by the Rent Officer in the Rent Register is correct.
19. Ms Chalmers states that the property has gas central heating and full double glazing. She says that the landlord has provided carpets, a washing machine, a fridge, and a cooker. Curtains, however, have been supplied by the tenant. Additionally, she confirms that the property includes access to

a communal garden and off-street parking.

20. In her statement, and under '*Improvements*', Ms Chalmers says that the landlord provided a new boiler in 2018 and, in 2021, undertook an electrical upgrade.
21. Under '*Condition of the property*', Ms Chalmers states that the bathroom and kitchen need updating.
22. Under '*Any other comments*', Ms Chalmers states that the property is located a few minutes walk to the central station, fifteen minutes from the city centre and a five minute drive from the motorway.
23. Under '*Your assessment of the rental value*', Ms Chalmers refers to the first floor flat above the subject property, which is currently let for £1,075 per month. She says that both properties are let unfurnished, with white goods provided by the landlord and all repairs and redecoration are undertaken by the landlord.
24. Under '*Whether the Maximum Fair Rent Order should not apply*', Ms Chalmers says "No", but provides no reasoning.
25. Under '*Whether the demand for such properties exceeds supply*', Ms Chalmers states that her firm has a portfolio of circa 150 properties and, since 2022, all properties advertised are let quickly.
26. Ms Chalmers relies on a number of comparable properties, currently advertised as available to let. Each property offers two-bedroom accommodation either in a purpose built or converted dwelling, with varying facilities and landlord provisions. Asking rents range from £1,100 per month to £1,250 per month. Letting agents' particulars were provided.
27. On 23 June 2025 the Tribunal received a statement by post from the tenant, dated 15 June 2025, stating that he agreed to the rent registered by the Rent Officer. No additional Statement was provided.

Consideration and Valuation

28. The Tribunal has carefully considered all of the submissions before it.
29. In the first instance, the Tribunal determined what rent the landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition that is considered usual for such an open market letting.
30. Ms Chalmers provided comparable lettings evidence in her Statement on which she has relied. In addition, the Tribunal has been provided with a screen shot from the VOA of three-room flats in the SO15 postcode of Southampton. There are forty one rents in the schedule, with rents ranging from £750 per week to £1,395 per week. No further details were provided.
31. In determining the market rent, the Tribunal considered the evidence presented by Ms Chalmers, including the letting at £1,075 per month of the first floor flat above the subject property, alongside the schedule provided by the Rent Officer. The Tribunal notes that the rental figures

cited by Ms Chalmers reflect asking rents only, with no evidence of actual achieved rents submitted. Limited weight was attributed to the Rent Officer's schedule, as it lacked sufficient detail on the comparable properties to allow for meaningful comparison with the subject property.

32. Having carefully considered the evidence presented, and drawing upon the Tribunal members' expertise as a specialist and expert Property Tribunal, and their knowledge of prevailing rental values in the locality, and that the subject property is a ground floor flat as opposed to a first floor flat which typically achieve higher rents, the Tribunal determined the open market rent, in good tenable condition, to be £1,050.00 per month.
33. The landlord identified two works undertaken at the property: the installation of a new boiler and an upgrade to the electrical installations. The Tribunal finds that these works do not constitute improvements. Rather, they are considered to be part of the landlord's ongoing obligation to repair and maintain the property.
34. Once the hypothetical rent was established, it was necessary for the Tribunal to determine whether the property meets the standard of accommodation, repair and amenity of a typical modern letting. In this instance the Tribunal determined that the subject property falls short of the standard required by the market. Accordingly, it was necessary for the Tribunal to adjust the hypothetical rent of £1,050.
35. It is accepted by the landlord that the kitchen and bathroom fittings require updating and that the curtains are provided by the tenant. Additionally, the landlord, having confirmed that the details provided in the Rent Register are correct, acknowledged that the tenant has an internal decorating liability.
36. The Tribunal considers the decorating covenant to impose a greater obligation on the tenant than is ordinarily expected under an assured shorthold tenancy, where the tenant is typically only required to maintain the landlord's decorations in good order. Accordingly, the Tribunal considers it appropriate to make a downward adjustment to the open market rent to reflect the increased responsibility placed upon the tenant.
37. Having carefully considered the matter, the Tribunal concluded that a deduction in aggregate of £140.00 per calendar month be applied to the hypothetical rent, made up of as follows:

Unmodernised kitchen	5%
Unmodernised bathroom	5%
Tenant's curtains	0.5%
Decoration liability	3%
TOTAL per Calendar Month	13.5%
Equating to a total deduction of £141.75, rounded to £140.00	

Rent determined £910.00 per calendar month

38. The Tribunal then directed itself to the question of scarcity, as referenced in paragraph 11 above and, in arriving at its decision on the point, takes

account of the following:

- a. The Tribunal interpreted the 'locality' for scarcity purposes as being the whole area of Southampton (i.e. a sufficiently large area to eliminate the effect of any localised amenity which would, in itself, tend to increase or decrease rent);
 - b. Availability of property to rent;
 - c. Local Authority and Housing Association waiting lists;
 - d. Property rental prices which could be an indicator of increased availability of housing and a reduction in scarcity;
39. The tenant made no submissions on the point of scarcity, while the landlord's representative observed that properties under their management let quickly. The members of the Tribunal have, between them, many years of experience of the residential letting market and that experience, coupled with the above, leads them to the view that there is currently no shortage of similar properties to let in the locality defined above. Accordingly, the Tribunal declines to apply a deduction for scarcity.

Maximum Fair Rent

40. This is the rent calculated in accordance with the Maximum Fair Rent Order, details of which are shown on the rear of the Decision Notice.
41. The Rent Acts (Maximum Fair Rent Order) 1999 restricts the amount by which the rent, less any variable service charge, may be increased, to a maximum 5% plus RPI since the last registration.
42. The only exception to this restriction is provided under paragraph 7 of the Order where a landlord carries out repairs or improvements which increase the rent by 15% or more of the previous registered rent. The Tribunal determined that such exception does not apply in this instance.
43. The rent to be registered in this application is not limited by the Fair Rent Acts (Maximum Fair Rent Order) 1999 because it is below the Maximum Fair Rent that can be registered of £972.00 per month prescribed by the Order.
44. The Tribunal accordingly determines that the rent of **£910.00 per month is registered as the Fair Rent with effect from 10 July 2025**, that being the date of the Tribunal's decision.
45. The rental figure determined by the Tribunal is the maximum rent that can be charged for the property and is fixed until the next registration. The landlord is under no obligation to charge the full amount.

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 day 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 day 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.