



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

Case Reference : **HAV/24UH/MNR/2025/0721**

Property : **5A Purbrook Chase
Crookhorn Lane
Waterlooville
Hampshire
PO7 5QH**

Applicant Tenant(s) : **Ms L A Dognini (Woolven) & Mr C Dognini**

Representative : **None**

Respondent Landlord : **Mr D Laishley**

Representative : **Prime Lettings & Property Management 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
Mr P E Smith FRICS**

Date of Application : **2 June 2025**

Date of Decision : **11 August 2025**

DECISION

On 11 August 2025 the Tribunal determined a market rent of £880 (Eight Hundred and Eighty Pounds) per Calendar Month to take effect from 30 June 2025.

REASONS

Background

1. By way of an application given to the Tribunal dated 2 June 2025 (albeit received 25 June 2025), the Applicants (“the tenants”) of 5A Purbrook Chase, Crookhorn Lane, Waterlooville, Hampshire, PO7 5QH (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 29 May 2025, proposed a new rent of £1,000 per calendar month in lieu of a passing rent of £850 per calendar month, to take effect from 30 June 2025.
3. Ms Dognini’s and Mr Dognini’s tenancy agreement is dated 31 March 2018 and is for a term of six months from 31 March 2018 to 30 September 2018 at a rent of £750 per calendar month.
4. The Tribunal issued Directions dated 4 July 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 18 July 2025 and 1 August 2025 respectively, with copies to be sent to the other party. Whereas the landlord has submitted a Statement, the tenants have not submitted a Statement, see paragraphs 7 and 8 below.
7. The landlord gave his ‘Application and request for case management or other interim orders’ dated 29 July 2025. The request was for an extension of time for submission of his Statement to the Tribunal on the basis that whereas it had been hand delivered to the tenant prior to the deadline of 18 July 2025, it had remained in Mr Laishley’s email outbox, hence undelivered to the Tribunal.
8. In its Decision dated 30 July 2025 the Tribunal determined it proportionate to accept the late submissions by the landlord; and goes on to note that hitherto the tenants had not submitted a Statement. The Tribunal extended the deadline for the tenants to submit their Statement to 4 August 2025.
9. Mr Laishley’s Statement includes a selection of photographs of the property to assist to present his case.
10. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 11 August 2025 based on the tenants’

application under section 13(4) of the Housing Act 1988, Mr Laishley's Statement and of its own expert, general knowledge of rental values in the area.

11. The Tribunal has read the papers and Mr Laishley's 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

12. From the information provided in the papers and Google Street View, 5A Purbrook Chase is a first and second floors maisonette, with its own off-street access. The property forms part of circa 1960's mixed-use development, Purbrook Chase Precinct, on three floors with Commercial premises on the ground floor and Residential units on the two floors above.
13. The accommodation comprises, external stairs from the ground floor up to first floor – balcony, door into the porch, entrance hall, reception room and kitchen, internal staircase up to the second floor – three bedrooms and one bathroom/WC.
14. Purbrook Chase Precinct is on the western side of Crookhorn Lane, on that part which is to the north of Portsmouth Golf Course.

The Tenancy Agreement

15. The tenancy agreement is 'made 31st March 2018' and is for a term of six months from 31 March 2018 to 30 September 2018 at a rent of £750 per calendar month, payable monthly in advance.
16. 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 at least one month's notice to terminate the tenancy.
17. The tenant covenants, inter alia, to pay the rent, to pay Council Tax, to pay for all services to the Property, to keep the Property including all of the landlord's machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order (reasonable wear and tear...excepted).
18. Similarly, the landlord covenants, inter alia, to provide for quiet enjoyment, to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 which are to keep the property in repair and proper working order.
19. Whereas the tenancy agreement, in effect, provides for its continuation as a periodic tenancy, the rent review clause has fallen away.

Submissions

20. Mr Laishley's Statement was submitted on 28 July 2025 and was copied to the tenant(s) the same day.

21. Mr Laishley's description of the property omits the reception room, but confirms it is a maisonette on the first and second floors. Mr Laishley has included in his Statement a selection of photographs of the property (which includes an external photograph of the rear to show the stairs from the ground floor up to the balcony on the first floor), which were taken in July 2023. In addition, a copy of Jeffries Estate Agents sales particulars of the property prepared in 2018 are included too.
22. Under 'Features', Mr Laishley says Central Heating, Double Glazing, Carpets & Curtains and the Cooker have been provided by the landlord. Mr Laishley goes on to confirm the balcony at the property. The Tribunal notes that neither the garden nor the garage, each to the rear of the property, are included in the demise of the tenancy.
23. Under 'Improvements' Mr Laishley says, "The kitchen and bathroom were newly installed in 2018 and the property completely redecorated and new carpets installed and it was not considered necessary to do any further improvements [sic]." The Tribunal determines these works are not improvements but are works otherwise required to be carried out by the landlord as a part of the day-to-day maintenance and upkeep of the property.
24. Under 'Condition of the property...Disrepairs/Defects...', Mr Laishley says at the time of letting the property to Ms Woolven (Ms Dognini) and Mr Dognini in March 2018 the property was in excellent condition with a new kitchen and bathroom.
25. Under 'Any Other Comments', Mr Laishley says "Close to shops, community centre, schools pub and near to Waterloo Centre. 2.2 miles to Bedhampton Station and 3.4 miles to Havant Station [sic]."
26. Under 'Your assessment of the rental value of the property', Mr Laishley says, "Although the new rent request is £1000 per calendar month locally the values for a 3 bed property range from £1375 to £1600 pcm." Mr Laishley goes on to say there are very few three-bedroom properties to let within a mile of the property.
27. Thereafter Mr Laishley lists outline details of two, three-bedroom houses and three, two-bedroom flats with their corresponding marketing to let particulars drawn down from Rightmove. Briefly as follows: (1) a three-bedroom house on Privett Road, Waterloo, at a quoting rent of £1,650 per calendar month, (2) a three-bedroom house on Sullivan Way, Waterloo, at a quoting rent of £1,375 per calendar month, (3) two, two-bedroom flats on East Lodge Park, Farlington, at quoting rents of £1,000 per calendar month and £1,200 per calendar month, and (4) a two-bedroom flat on London Road, Purbrook, at a quoting rent of £1,050 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.

28. 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

29. 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.
30. 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.
31. Whereas the landlord, Mr Laishley, has given a Statement, the tenants, Ms Dognini and Mr Dognini have not given a Statement. However, in her application to the Tribunal, Ms Dognini has given outline details of the property, which include its facilities, furniture (none), services (none) and responsibility for repairs. All of which are in the main confirmed by Mr Laishley in his Statement and in the copy tenancy agreement provided.
32. 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 a typical three-bedroom maisonette in good tenantable condition would be £950 (Nine Hundred and Fifty Pounds) per Calendar Month.
33. From its analysis of the papers to include Mr Laishley's submissions, the Tribunal has determined adjustments are required to its determination of the market rent of the property, as follows.
 - Neither a washing machine nor a refrigerator are provided by the landlord.
 - The property is above premises in commercial use

34. Following the above, the Tribunal's valuation is shown below:

Market rent for the property (£ PCM) -	£950
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Less deductions (£ PCM) for:

White Goods – washing machine & refrigerator	£20
Above property in Commercial use	£50

	Total deductions	£70
	Market rent (per calendar month)	£880
35.	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 £880 (Eight Hundred and Eighty Pounds) per Calendar Month.	
36.	Neither Ms Dognini nor Mr Dognini has given any submission to the Tribunal that the starting date for the new rent specified in the Notice would cause them undue hardship.	
37.	Accordingly, the Tribunal directs that the new rent of £880 per Calendar Month should take effect from 30 June 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 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.