



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

Case Reference	:	HAV/00MS/MNR/2025/0722
Property	:	41A Sydney Road Southampton Hampshire SO15 5RE
Applicant Tenant	:	Ms K Bakalarz
Representative	:	None
Respondent Landlord	:	Mr L C K Chen
Representative	:	None
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 B W H Bourne MRICS
Date of Application	:	28 June 2025
Date of Decision	:	27 August 2025

DECISION

On 27 August 2025 the Tribunal determined a market rent of £825 (Eight Hundred and Twenty-Five Pounds) per Calendar Month to take effect from 1 July 2025.

REASONS

Background

1. By way of an application given to the Tribunal dated 28 June 2025, the Applicant (“the tenant”) of 41A Sydney Road, Southampton, Hampshire, SO15 5RE (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 13 May 2025, proposed a new rent of £800 per calendar month in lieu of a passing rent of £750 per calendar month, to take effect from 1 July 2025.
3. Ms Bakalarz’s tenancy agreement is dated 25 May 2014 and is for a term of six months from 1 June 2014 to 1 December 2014 at a rent of £650 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. Ms Bakalarz submitted her Statement on 31 July 2025 and copied the same to the landlord, thereby in accordance with the Tribunal’s Directions.
7. Ms Bakalarz’s Statement includes various photographs, both internal and external to assist in the presentation of her case.
8. The landlord gave his ‘Application and request for case management or other interim orders’ dated 5 August 2025. The request was for an extension of time for submission of his Statement to the Tribunal on the grounds/reasons, “Mis directions by the applicant’s statements [sic].”
9. In its Decision, also dated 5 August 2025, the Tribunal determined in accordance with Rule 3 of the Tribunal Procedure Rules 2013, whereby the Tribunal is required to deal with cases fairly and justly, the landlord was given an extension to provide their late submissions.
10. With the matter having been set down for determination on 11 August 2025 and the tenant not having been given an opportunity to reply to the landlord’s submissions, the tenant was permitted to provide a brief reply to the landlord’s submissions by 4pm on 7 August 2025, should she so wish.

11. Whereas neither party objected to the matter being determined without an oral hearing, upon review of the bundle, the Tribunal considered it necessary to inspect the property and did so on 27 August 2025. Thereafter the Tribunal determined the case on 27 August 2025 (the same day) based on the tenant's application under section 13(4) of the Housing Act 1988, the tenant's Statement, the landlord's commentaries with attachments there on, its inspection and of its own expert, general knowledge of rental values in the area.
12. 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.
13. At this juncture the Tribunal notes, the landlord did not give a Statement but adopted the tenant's Statement and gave commentaries to the same and supported his valuation argument with a critique of the tenant's comparable lettings evidence and provided further comparable lettings evidence for the Tribunal to consider.

The Property

14. 41 Sydney Road is a late Victorian, end of terrace house, on ground and first floors, at the junction of Sydney Road and Sandown Road. It is in that part of Shirley to the north of the A3057 and to the east of the junction at which Winchester Road becomes Tebourba Way.
15. The building is of traditional brick construction, with a pitched tiled roof. It has been converted into two flats.
16. 41A is the ground floor flat, with its own side entrance off Sandown Road, into the garden. The accommodation comprises, kitchen, bathroom/WC, reception room and bedroom. Outside there is a private garden and one allocated off-street, car parking space.

The Tenancy Agreement

17. The tenancy agreement is dated 25 May 2014 and is for a term of six months from 1 June 2014 to 1 December 2014 at a rent of £650 per calendar month, payable monthly in advance.
18. 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 month's notice to terminate the tenancy.
19. The tenant covenants, inter alia, to pay the rent, to be the sole tenant, children are allowed to live in the property subject to the landlord's written consent – such consent not to be unreasonably withheld, similarly, animals are allowed in the property subject to the landlord's written consent – such consent not to be unreasonably withheld, to keep the inside of the property in at least as good a condition as it was when the tenancy started (apart from fair wear and tear), to repair any damage caused deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property, to pay Council

Tax, to pay for all utilities to the property, to pay Water Rates, not to alter or add anything to the outside or structure of the property and to look after the garden.

20. Similarly, the landlord covenants, inter alia, to insure the property, 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.
21. Whereas the tenancy agreement, in effect, provides for its continuation as a periodic tenancy, there is no rent review clause.

Submissions

22. At paragraph 12 above the Tribunal says it has read the papers and the parties' submissions in full. The parties' submissions on the condition of the property and works carried out are considerable. The Tribunal outlines and summaries the salient points made.
23. Ms Bakalarz's Statement was submitted on 31 July 2025 and was copied to the landlord the same day, in accordance with the Tribunal's Directions.
24. Ms Bakalarz describes the flat as being on the ground floor with the accommodation to comprise, kitchen, living room and bathroom. Ms Bakalarz has provided various internal and external photographs of the property to assist to present her case.
25. Under 'Features', Ms Bakalarz says Central Heating, Double Glazing, Carpets, a washing machine and a cooker have been provided by the landlord. Ms Bakalarz goes on to say there is off-street parking (it is for one car) and there is a private garden.
26. Under 'Improvements', Ms Bakalarz itemises various matters carried out by the landlord, typically the replacement of the cooker and the washing machine and works to remove mould, all of which the Tribunal notes are not improvements, but are works of repair and maintenance the landlord is obliged to carry out under the terms of the tenancy and statute.
27. Ms Bakalarz goes on to say, she has replaced the front door, the living room carpet and the garden fence, for which the landlord paid for the materials, but she carried out the works. Thereafter Ms Bakalarz goes on to say she has installed artificial grass and built a canopy in the garden.
28. 'Condition of the property...Disrepairs/Defects and Age and Condition of Bathroom and Kitchen fittings', Ms Bakalarz sets out various items under headings which the Tribunal summarises as follows (the list is not intended to be exhaustive): (1) mould and damp which includes damage to carpets and skirting boards, (2) condition of the walls with outstanding decorations, (3) adverse impact on health, (4) problems with the heating and boiler, (5) electrical failures and an unsecured socket, (6) an unresolved vermin problem, (7) absence of an electrical safety certificate, (8) exposed wiring, (9) damaged bathroom door, (10) mould on carpets and damaged furniture, (11) the patio is a hazard (the Tribunal understands this to be the wooden decking laid in the garden), (12) blocked gutters and resultant moss, (13) bathroom – lacks proper ventilation, instances of

mould and the door is in very poor condition, (14) kitchen – similarly, lacks proper ventilation, a faulty extractor hood, dated kitchen units with instances of surfaces, the washing machine is of poor quality.

29. Under ‘Any Other Comments’, Ms Bakalarz says, inter alia, the property benefits from a convenient location with access to local amenities, then goes on to say the poor condition of the property has a significant adverse effect on their health and safety.
30. Under ‘Your assessment of the rental value of the property’, Ms Bakalarz confirms her current of £750 per month and goes on to say similar properties in the area are being let at around £850 per month, but they are in much better technical condition and are well maintained. Ms Bakalarz concludes by saying, “I believe the proposed rent increase to £800 per month is not justified until these defects are fully resolved.”
31. Ms Bakalarz has provided two links to properties to let on Rightmove, briefly as follows: (1) a one bedroom flat to let at £850 per calendar month on Landguard Road, Shirley, SO15, described as having a modern en suite bathroom, (2) a one bedroom, second floor, flat to let at £850 per calendar month, also in Shirley, in a purpose built block of flats.
32. The landlord’s Statement was sent to the tenant on 31 July 2025 and pursuant to the Tribunal’s case management decision was to be accepted by the Tribunal as late submissions.
33. Mr Chen has not given a Statement to follow the template of the Rent Appeal Statement but has taken Ms Bakalarz’s Statement and has given ‘commentaries to the applicant rent appeal statement document.’ To which Mr Chen has attached: (1) a Revocation of Improvement Notice of the property dated 20 May 2025, and (2) a selection of photographs of the property at the start of the tenancy.
34. The Tribunal summaries the ‘commentaries’ given by Mr Chen, under the following main headings: (1) mould – the mould issue has been eradicated pursuant to works completed in April 2025, Schedule 1 to the Revocation of Improvement Notice confirms this, (2) an exposed electrical socket will be restored following agreement with Ms Bakalarz on a redecoration plan, (3) bathroom – at the start of the tenancy the bathroom and the bathroom door were in good condition, (4) similarly the kitchen cabinets were in good condition at the start of the tenancy, (5) the damaged patio floors (the wooden decking) needs attention and will be repaired by the respondent, (6) the artificial grass was laid without notice and approval from the respondent, (7) the clear polycarbonate roof installed in the garden was completed unprofessionally and without landlord’s prior consent, (8) mould, continued – the property is suitable for two occupants, it is not suitable for two adults, one child and a large dog, (9) the heating and boiler problems were addressed promptly by the landlord and (10) electrical failures – the first electrical failure was addressed the same day it was reported and the delay to address the second failure was inevitable due to the Christmas holiday season.

35. Under ‘Your assessment of the rental value of the property’, Mr Chen says the rental examples provided by Ms Bakalarz are “not equivalent comparable as they do not match the size and location premium of the property. The rents for comparable size rental property ranges from £975 to £1295 pcm as given in examples below [sic].”
36. Mr Chen has also provided links to comparable properties to let on Rightmove to refer to the Tribunal. Briefly as follows: (1) a one bedroom, ground floor flat to let at £975 per calendar month on Grove Road, SO15, in a conversion of a mid-terrace house, described as having a rear garden, (2) a one bedroom, part furnished, flat to let at £1,295 per calendar month, on Shirley Road, SO15, described as within walking distance to Shirley High Street, and (3) a one bedroom, top floor, part furnished flat to let at £1,195 per calendar month, on Grove Road, SO15, described as being located in Freemantle, a short distance to Shirley High Street.
37. Mr Chen has provided two attachments to his commentaries. The Revocation of Improvement Notice dated 20 May 2025 which lists at Schedule 1 the Category 2 hazard of ‘Damp and Mould.’ A selection of both internal and external photographs taken before the commencement of the tenancy, which show the property in good tenantable condition.

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.

38. 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

- 39. 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, having carried out its inspection of the property.
- 40. 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.

41. Ms Bakalarz has given a Statement, with comparable lettings' evidence for the Tribunal to refer to. Mr Chen has not given a Statement, but has given commentaries on Ms Bakalarz's Statement with two attachments.
42. 41A is a ground floor flat, with a private garden and one allocated off-street, car-parking space. It is situated in a location which is convenient for the local amenities. Whereas the property benefits from its own off-street access, it is via the garden and into the kitchen. The layout is not ideal, with the bathroom/WC situated adjacent to the reception room and the kitchen, not to the bedroom. The Tribunal measured the gross internal area at 41.56 square metres (447 square feet), which is comparatively small for a one-bedroom flat in a typical conversion such as 41 Sydney Road.
43. Having considered the comparable evidence provided by the parties 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 £950 (Nine Hundred and Fifty Pounds) per Calendar Month.
44. From its analysis of both Ms Bakalarz's and Mr Chen's submissions, its inspection of the property and its analysis of the papers, the Tribunal has determined adjustments are required to its determination of the market rent of the property. In outline as follows.
45. The tenant has provided the curtains.
46. Whereas the landlord has provided the washing machine and the cooker, the tenant has provided the refrigerator.
47. Items of disrepair and outstanding works – Ms Bakalarz has provided details of various items of disrepair and outstanding works, for which Mr Chen has given his commentaries, with attachments. The Tribunal addresses the adjustment for items of disrepair and outstanding works as an adjustment for general disrepair, in aggregate. The following is not an exhaustive list but is an outline of the types of general disrepair identified by the Tribunal at the property.
48. 1 – instances of disrepair to the carpets, 2 – instances of damp and mould persist, with redecorations outstanding, 3 – instances of skirting boards to be refixed or replaced, 4 – a power socket to be replaced and outstanding redecorations, 5 – peeling surfaces to kitchen cabinets, and 6 – sections of the wooden decking in the garden need to be replaced.
49. Following the above, the Tribunal's valuation is shown below:

Market rent for the property (£ PCM) -	£950
Less deductions (£ PCM) for:	
The tenant's provision of the curtains	£10
The tenant's provision of the refrigerator	£10
General disrepair	<u>£105</u>
Total deductions	£125

Market rent (per Calendar Month) £825

50. In neither her application, nor her subsequent Statement has Ms Bakalarz given any submission to the Tribunal that the starting date for the new rent specified in the Notice would cause her undue hardship.
51. Accordingly, the Tribunal directs that the new rent of £825 per Calendar Month should take effect from 1 July 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.