



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

Case Reference	:	HAV/00MS/MNR/2025/0671
Property	:	Flat 1, Lasham House Carlisle Road Southampton Hampshire SO16 4RS
Applicant Tenant	:	Mr A Clark
Representative	:	None
Respondent Landlord	:	220230 Property Limited
Representative	:	Mrs J Gosden Tenant Link 19 London Road Southampton Hampshire SO15 2AE
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 Bourne MRICS
Date of Application	:	14 April 2025
Date of Decision	:	11 September 2025

DECISION

The Tribunal determines a rent of £1,100 (One Thousand One Hundred Pounds) Per Calendar Month with effect from 1 May 2025.

FULL REASONS

Background

1. By way of an application given to the Tribunal dated 14 April 2025 (received by the Tribunal on 15 April 2025), the Applicant (“the tenant”) of Flat 1, Lasham House, Carlisle Road, Southampton, Hampshire, SO16 4RS (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 31 March 2025, proposed a new rent of £1,275 per calendar month in lieu of a passing rent of £1,000 per calendar month, to take effect from 1 May 2025.
3. The Tribunal issued Directions (“the first Directions”) dated 25 April 2025. Whereas the Tribunal initially considered the matter suitable for determination on the papers, with the tenant having requested an inspection in his application, the property was inspected by the Tribunal on 7 August 2025.
4. At the Tribunal’s inspection of the property, in addition to Mr Clark, Mr R Kalirai on behalf of the landlord and Ms L Farrelly of Tenant Link were in attendance.
5. The first Directions required the landlord and the tenant to submit their completed Rent Appeal Statements (“Statement”) to the Tribunal by 9 May 2025 and 23 May 2025 respectively, with copies to be sent to the other party. Whereas the tenant has submitted a Statement, the landlord’s representative has not.
6. 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.
7. At the inspection the Tribunal concluded that a hearing was required and confirmed verbally on site to the parties that further Directions would be issued.
8. The Tribunal issued further Directions (“the second Directions”) dated 11 August 2025. The second Directions required, inter alia, (1) if the Respondent landlord is to appoint an agent to act on their behalf, written authority for the same had to be sent to the Tribunal by 28 August 2025 – this requirement was met by the Respondent, (2) the landlord was to have provided the Tribunal with a copy of its lease (electronically) for the property by 28 August 2025 – this requirement was met too, and (3) the parties were to have exchanged their Position Statements and have sent one copy of each (electronically) to the Tribunal by 4 September 2025 – see paragraph 9 below.
9. During the case management of these proceedings, it had become apparent to the Tribunal that Mr Clark had some difficulty to work by electronic means. Accordingly, hard copies of both the Tribunal’s determination bundle and the supplementary bundle were given to Mr Clark at the beginning of the hearing. Similarly, to ensure the landlord’s representative at the hearing, Mrs Gosden, was in possession of both bundles, electronic copies were sent to her too during a short adjournment.

10. Both parties submitted Position Statements. On behalf of the landlord, both Mr Kalirai and Mrs Gosden submitted a Statement, each dated 20 August 2025. Mr Clark's statement was undated, but he confirmed it had been given to the Tribunal on 4 September 2025 and the Tribunal noted such.
11. Whereas the Tribunal has read the two bundles in full, it limits its discussions and considerations to the points relevant to the determination of the rent in accordance with the legislation.

Inspection

12. Following Mr Clark's request, the Tribunal inspected the property on 7 August 2025. At which Mr Clark and both Mr Kalirai and Ms Farrelly were in attendance.
13. The building is a circa 1980's purpose-built block of flats of traditional brick construction with a pitched tiled roof. Flat 1 is on the ground floor with its own separate off-street entrance. The accommodation comprises: entrance hall, one reception room with double sliding doors to the communal garden, kitchen, two bedrooms and one bathroom/WC. Outside there is an allocated car-parking space.
14. The Tribunal found the property to be in an average to dated condition with signs of disrepair on which it expands on later.

Tenancy Agreements

15. The Tribunal has been provided with a copy of two tenancy agreements for the property. The first of which is dated 29 July 1992. It is for a term of six months from 1 August 1992 at an initial rent of £400 per month, rising to £420 per month from the third month onwards.
16. The second and that to which this application refers is dated 29 March 1993 and is for a term of ten (10) years from 1 April 1993 at an initial rent of £4,440 per annum, payable monthly in advance.
17. The tenant is required to pay the rent, to pay for the utilities and taxes and water rates, not to damage or injure the property, to deliver up the property at the expiration or sooner determination of the term with vacant possession, to keep the interior of the property in clean and good condition and repair. The property is let unfurnished.
18. The landlord agrees to provide the tenant quiet possession and enjoyment of the property subject to the rent being paid. The agreement is subject to section 11 of the Landlord and Tenant Act 1985.
19. Whereas the tenancy includes a rent review clause, it is for the ten (10) years' term of the agreement and is no longer operable.

Submissions

20. Following the Tribunal's first Directions, Mr Clark gave his Statement dated 23 May 2025 and copied the same to the landlord, thereby in accordance with the

Directions. Neither the landlord nor their representative gave a Statement following the first Directions.

21. Both parties gave a Position Statement following the second Directions. On behalf of the landlord, both Mr Kalirai and Mrs Gosden gave a Position Statement, each dated 20 August 2025. At the hearing Mr Clark confirmed that his undated Position Statement was given to the Tribunal on 4 September 2025. Accordingly, the parties' Position Statements were given in time.

Mr Clark's Statement

22. With respect to the property, Mr Clark's Statement includes the accommodation in outline, described as a ground floor, small, two-bedroom flat with one bathroom. Mr Clark has provided four photographs to show the condition of the property, none of which are annotated and dated. During the hearing Mr Clark confirmed the photographs were taken in bedrooms one and two, in March 2025. Mr Clark did not provide any further detail.
23. Under 'Features', Mr Clark says the landlord has provided neither central heating, nor double glazing, nor carpets and curtains, nor white goods, nor are there any further amenities associated with the tenancy.
24. Under 'Improvements' and 'Disrepairs/Defects: Age and Condition of Bathroom and Kitchen fittings', Mr Clark says, "New water tank 2017, + Plumber. New kitchen sink + taps + Plumber. Property 34 years old. No improvements ever to date 23.5.2025 [sic]".
25. Under 'Your assessment of the rental value of the property', Mr Clark says, "The property has fallen into disrepair due to the Landlord + Agent disrespect of the tenancy [sic]".
26. Following the second Directions both parties gave their Position Statements. Mrs Gosden and Mr Kalirai on behalf of the landlord and Mr Clark, the tenant.

Mrs Gosden's Position Statement

27. In her statement under '1. Background', Mrs Gosden confirms Tenant Link have acted as Managing Agents for the property since 2019 and that the firm also manages a wider portfolio of properties for the landlord, all of which are kept to a high standard and fully compliant with landlord and statutory requirements.
28. Mrs Gosden goes on to say from the outset of their management of the property, they have faced difficulties in gaining access to the flat, thus preventing both the landlord and its agents from carrying out inspections, maintenance and repair works.
29. Under '2. Access to the Property' and '3. Landlord's Position Regarding Repairs and Management', Mrs Gosden says Mr Clark has consistently refused access for routine inspections and goes on to say the landlord is willing and committed to carrying out all necessary repairs and maintenance of the property, however, has been unable to do so due to the tenant's refusal to allow access.

30. Under '4. Rent Determination', Mrs Gosden says, "It is the landlord's position that the proposed rent reflects the market rent for this property. Any issues of repair or condition at the property are not due to neglect or unwillingness on the landlord's part, but a direct consequence of the tenant's continued refusal of access."
31. Under '5. Conclusion', Mrs Gosden adds, "...The proposed rent increase is fair and reasonable in line with the local rents. The landlord asks the Tribunal to take into account the tenant's obstruction of access when considering the rent determination."

Mr Kalirai's Position Statement

32. Under '1. Background', Mr Kalirai says the landlord purchased the property in September 2015 and that all rental collection and tenancy management is handled by Tenant Link.
33. Under '2. Issues of Access and Repairs', Mr Kalirai reiterates the difficulties in gaining access to the property as outlined by Mrs Gosden. Mr Kalirai refers to the replacement of the hot water cylinder and electrical changes to the property undertaken by Mr Clark.
34. Under '4. Landlord's Position', Mr Kalirai confirms the landlord has always been willing and committed to maintaining the property and goes on to say market rents in the building are significantly higher than the rent currently being paid by Mr Clark. Mr Kalirai adds that a flat above the property has recently been let for £1,350 per calendar month and requests the Tribunal to set a rent in line with the local market, taking into account comparable properties.
35. Under 'Conclusion', Mr Kalirai says, inter alia, (1) he has taken reasonable steps to ensure the property is well maintained, but has been obstructed by the tenant's conduct, (2) the market rent for comparable properties is substantially higher than the current rent for the property, and (3) the "Fair rent should be set by the Tribunal in line with the local market [sic]." On the final point the Tribunal notes the application is not for the determination of a fair rent of the property under the Rent Act 1977, but the market rent under the Housing Act 1988.

Mr Clark's Position Statement

36. In his Statement under 'Main Issues', Mr Clark lists items of disrepair, briefly as follows: (1) rotten window frames, (2) the patio door (understood by the Tribunal to be the double sliding doors from the reception room to the communal garden) is unable to be opened, (3) a rotten front door, (4) water ingress stains in the bathroom/WC and the kitchen, (5) heating ineffective during the Winter, (6) the bath has rotten frames and taps which leak, (7) instances of mould in the bedroom(s) and reception room, and (8) the oven is not fit for purpose.
37. As a 'Way Forward', Mr Clark proposes the landlord is to address the items of disrepair.
38. In conclusion Mr Clark refutes the landlord's allegations and that he has always reported maintenance issues to both the landlord and their Letting Agents –

Tenant Link. Mr Clark goes on to say he has always allowed access to the flat which included when the hot water tank required replacement. Similarly, access has been made available to Tenant Link and any Electrical contractors, save when Mr Clark has had medical appointments.

The Hearing

39. Following the Tribunal's second Directions the hearing took place at Havant Justice Centre on 11 September 2025. Mr Clark attended in person and both Mr Kalirai and Mrs Gosden joined on-line.
40. Mr Clark confirmed both his Statement dated 23 May 2025 and his Position Statement, which he subsequently confirmed had been given on 4 September 2025, both as drafted and that he stands by both of them.
41. In questions for Mr Clark, both Mrs Gosden and Mr Kalirai asked why the landlord, Tenant Link and contractors had been denied access to the property? Mr Clark refuted this. At this juncture the Tribunal noted the differences in opinion as regards access to the property and directed that any questioning was to be limited to the parties' submissions on matters relevant to establish the market rent.
42. Mr Kalirai took Mr Clark to the four photographs in his Statement to seek confirmation where the photographs had been taken from, when they had been taken and what they were intended to show? Mr Clark confirmed the photographs had been taken in March 2025 and were of bedrooms one and two. The photographs show instances of mould and water ingress.
43. Mr Clark went on to say water ingress had been prevalent for many years, it had been witnessed by the Tribunal and that it had been totally ignored by the landlord. Mr Kalirai countered that the degree of water ingress depicted in the photographs had not been evident at the Tribunal's inspection on 11 September 2025.
44. The Tribunal had no questions for Mr Clark, save the points for clarification on the features of the property discussed below at paragraphs 48 and 49.
45. Turning to Mrs Gosden's and Mr Kalirai's Position Statements, the Tribunal limited any points to be reiterated to those relevant to the determination of the market rent. Mr Kalirai said the property is located in an excellent location and went on to say the flat above had been let at £1,350 per calendar month (see paragraph 34 above). From the plans in the copy of the lease of the flat, it was established this to be flat 3, on the first floor. Mrs Gosden went on to confirm the flat has the same footprint as the subject property, provided the same accommodation, and that it had been marketed to let on Rightmove and UniHomes (University Homes) portals. Whereas the property had been marketed to let at £1,350 per calendar month, it had been let to a new tenant at £1,300 per calendar month from 1 August 2025.
46. Mr Kalirai went on to say both the subject property and flat 3 were nice apartments, in a very nice location with access to the communal garden.

47. Mr Clark said he had neither questions for Mrs Gosden, nor for Mr Kalirai.
48. Having established the further details of the letting at flat 3, the Tribunal sought confirmation and clarification on the features of the property outlined by Mr Clark in his Statement. Bearing in mind the landlord had not given a Statement to follow the first Directions.
49. Notwithstanding what Mr Clark had said in his Statement, the following was confirmed: (1) partial central heating has been provided by the landlord by way of the electric heaters, (2) the fenestration has secondary glazing throughout, (3) neither carpets nor curtains have been provided by the landlord, (4) no White Goods have been provided by the landlord, (5) the property has an allocated off-street car parking space, and (6) the tenant has access to the communal garden.

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.

50. 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

51. The Tribunal notes that section 11 of the Landlord and Tenant Act 1985 applies to the agreement. The tenant is required not to damage or injure the property and to keep the interior of the property in clean and good condition and repair.
52. The Tribunal has had it clarified that the property has an allocated off-street, car parking space and use of the communal garden.
53. Mr Clark has not provided the Tribunal with comparable lettings' evidence to refer to. Whereas neither the landlord nor their representative has given the Tribunal a Statement, in his Position Statement Mr Kalirai has provided outline details of a recent letting of the flat above the subject property for £1,350 per calendar month.
54. From the floor plans in the copy lease of the property provided by the landlord and assistance from Mrs Gosden, the Tribunal understands the letting referred to by Mr Kalirai is of flat 3 on the first floor. Flat 3 provides fundamentally the same accommodation as the subject flat and occupies a very similar footprint within the building. The main differences between the two are: it is on the first floor, access to the flat is off the common parts staircase, and from the flat there is no direct

access to the communal garden. Mrs Gosden confirmed in oral evidence at the hearing that flat 3 had been let at £1,300 per calendar month from 1 August 2025.

55. Taking the letting of flat 3, coupled with its own expert, general knowledge of rental values in the area, the Tribunal determines that the market rent for the property in good tenantable condition is £1,300 (One Thousand, Three Hundred Pounds) Per Calendar Month.
56. From Mr Clark's Statement and confirmation given orally at the hearing, the Tribunal determines there are a number of features of a typical letting of a flat in the open market which differ from the subject and for which adjustments are to be made.
57. The Tribunal has determined that adjustments are required for each of the following: (1) the landlord has provided partial central heating only, (2) the tenant has provided the carpets and curtains, and (3) the tenant has provided the White Goods.
58. The Tribunal now addresses the parties' submissions on access to the property and its condition. The Tribunal is to carry out its valuation of the property pursuant to its inspection, in accordance with the statute and the parties' respective repairing obligations.
59. During its inspection of the exterior elevation of the building, the Tribunal noted differences in the condition of the windowsills and window frames of the property, with those of the adjacent flats. The question arose as to whether the upkeep of the windows and window frames was either the responsibility of the freeholder or the lessee (the lessee being landlord in this case). In its second Directions the landlord was directed to provide the Tribunal with a copy of its lease of the property. A copy of the lease, which is between Amplevine Homes Limited and Predator 5 PLC and is dated 31 March 1992, was provided by the landlord.
60. At the hearing the Tribunal confirmed at paragraph 3.1 of the lease, "the Flat" includes and excludes the features described in Part I of the First Schedule. At the First Schedule, Part I, "The Flat", the premises include '(2) all windows window frames doors door frames and all internal non-load bearing walls.'
61. Accordingly, the windows and window frames form part of the landlord's demise under the lease and their upkeep is their responsibility. When the Tribunal explained this to Mr Kalirai, he seemed to have been unaware of the landlord's responsibility. This also goes some way to explain the apparent difference in condition of the window frames at the property and others within the building.
62. The Tribunal has been given conflicting submissions with respect to Mr Clark giving access to the property either to the landlord's representative or their contractors. Mr Clark refutes the landlord's allegations in his Position Statement (see paragraph 38 above). Mrs Gosden says her firm also manages a wider portfolio of properties for the landlord, all of which are kept to a high standard and fully compliant with landlord and statutory requirements (see paragraph 27 above). Mr Kalihari says he has taken reasonable steps to ensure the property is well maintained but has been obstructed by the tenant's conduct (see paragraph 35 above).

63. Following what the Tribunal says at paragraphs 58 to 62 above, the landlord has been remiss with respect to its repairing obligation to the windows and window frames, which have fallen into disrepair. To meet this repairing obligation, access to the property is not necessarily required. It follows that the Tribunal can only find that whereas Mrs Godsen has said the properties in the wider portfolio are kept to a high standard and fully compliant with landlord and statutory requirements, and Mr Kalihari says he has taken reasonable steps to ensure the property is well maintained, that is clearly not the case with respect to the windows and window frames at the property. Accordingly, the Tribunal determines it is reasonable to make an adjustment to the market rent to reflect the disrepair at the property.
64. Mr Clark has given details of various items of disrepair in both his Statement and subsequent Position Statement, which the Tribunal has outlined at paragraphs 24, 25, 36, 37 and 38 above. The following is not intended to be an exhaustive list, but the Tribunal noted and had it drawn to its attention to at the inspection, (1) instances of electric heaters not working and with faulty thermostats, (2) paintwork peeling from a wall, (3) a sink unit having collapsed and having been rebuilt by the tenant, (4) a damaged front door panel, and (5) windowsills and window frames showing signs of decay.
65. In addition, the Tribunal noted at its inspection the dated kitchen and bathroom/WC equipment. Accordingly, the Tribunal has determined adjustments to the market rent are required for the dated kitchen and bathroom/WC equipment and a further adjustment for general wants of repair to the property.
66. Accordingly, the Tribunal has concluded adjustments are required to the market rent, which are summarised and set out in its valuation below.
67. The Tribunal's valuation:

Market rent in good condition (£ PCM)	£1,300
Less deductions (£ PCM) for:	
The landlord's partial provision of Central Heating	£30
The tenant's provision of Carpets and Curtains	£30
The Tenant's provision of the White Goods	£30
The dated kitchen equipment	£25
The dated bathroom equipment	£25
General wants of repair to the property	<u>£60</u>
	£200
Market rent (per calendar month)	£1,100

68. 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 £1,100 (One Thousand One Hundred Pounds) Per Calendar Month.

69. The tenant has made no representations that the starting date for the new rent specified in the landlord's notice would cause him undue hardship.
70. Accordingly, the Tribunal directs that the new rent of £1,100 Per Calendar Month should take effect from 1 May 2025. This being the date specified in the landlord's 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.