



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

Case reference	:	HAV/00HQ/MNR/2025/0743
Property	:	369 Ringwood Road, Parkstone, Poole, Dorset, BH12 4LT
Applicant Tenants	:	Mr K & Mrs C Powell
Representative	:	None
Respondent Landlord	:	Mrs J Townsend
Representative	:	None
Type of Application	:	Determination of a Market Rent Sections 13 & 14 Housing Act 1988
Tribunal Members	:	Regional Surveyor J. Coupe FRICS Mr M.J.F. Donaldson FRICS
Date of Decision	:	23 September 2025

REASONS

Decision of the Tribunal

On 16 September 2025 the Tribunal determined a Market Rent of £1,275.00 per month to take effect from 1 September 2025.

Background

1. By way of an application received by the Tribunal on 28 July 2025 the tenants of 369 Ringwood Road, Parkstone, Poole, Dorset, BH12 4LT (hereinafter referred to as “the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent landlord of the property under Section 13 of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 17 July 2025, proposed a new rent of £1,600 per month in lieu of a passing rent of £888.68 per month, to take effect from 1 September 2025.
3. A previous Section 13 Notice of proposed rent increase, dated 17 June 2025, had been struck out by the Tribunal on 28 July 2025 on the grounds of the Notice being defective. The only application therefore left to determine was the subsequent Notice.
4. The property was initially let to the tenants by way of an Assured Shorthold Tenancy agreement commencing 1 August 2012 and ending on 31 July 2013. The tenancy continued on a monthly basis thereafter. A copy of the tenancy agreement was provided.
5. On 8 August 2025 the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within 7 days. Additionally, the parties were notified that the Tribunal intended inspecting the property on a date to be confirmed.
6. The Directions required the landlord and tenant to submit their completed statements to the Tribunal by 22 August 2025 and 5 September 2025 respectively, with copies to be sent to the other party. Both parties complied with the directions and submitted their statements within time.
7. On 5 September 2025, the tenants emailed the Tribunal registering their objection to the landlord attending the property inspection.
8. On 9 September 2025, the landlord’s son submitted a case management application on behalf of his mother, seeking to introduce additional evidence. No explanation was provided as to why the evidence was not submitted within the landlord’s statement of case previously submitted. Contrary to paragraph 16 of the Directions – which requires parties to copy each other into correspondence with the Tribunal - the tenants were not copied in.
9. On 11 September 2025, the landlord’s son emailed the Tribunal in regard to the inspection procedure.

10. The parties were advised by the case officer that these matters would be addressed as preliminary issues at the outset of the inspection.
11. In the event, upon the Tribunal's arrival, the tenants withdrew their objection to the landlord inspecting the property and access was granted to both the landlord and her son, Mr Townsend. The Tribunal requested that a third member of the landlord's party – Mr Townsend's partner, who had no direct involvement in the matter - remain outside of the property.
12. Having carefully considered the matter, and with regard to the Tribunal's overriding objective to deal with cases fairly, justly, and proportionately, - in accordance with the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 - the Tribunal declines to extend time for the landlord's submission of further evidence. The additional material had not been provided to the tenants, who were therefore denied an opportunity to respond. Furthermore, no reason was offered as to why these documents could not have been submitted by 22 August 2025 - the deadline for the landlord's initial statement, which was otherwise complied with. Moreover, the documents included an invoice for works not yet undertaken, internal photographs of the accommodation (which was subsequently inspected by the Tribunal), and correspondence indicating that while the landlord had proposed to carry out repairs in June and July 2025, the tenants had expressed a preference for the works to be delayed until after they had vacated the property, a point undisputed by the tenants.
13. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

Law

14. 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 actual tenancy.
15. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenants' improvements and any decrease in value due to the tenants' failure to comply with any terms of the tenancy.

The Inspection

16. The Tribunal inspected the property at 10:00am on Tuesday 16 September 2025. As previously stated, both the tenants - Mr and Mrs Powell - and the landlord and her son - Mrs Townsend and Mr Townsend – were present. Weather conditions at the time of the inspection were dry and overcast.

The Property

17. The property is a detached bungalow, built of brick elevations, under a pitched roof clad in tiles. The property is situated adjacent the B3068 main through road and approximately five miles from Bournemouth centre.
18. The property shares its access with a small engineering firm located to the rear. The shared driveway, situated immediately to the right of the bungalow, was noted to be narrow.
19. The accommodation is arranged over two floors and comprises a porch, hallway, kitchen, living room, bathroom and two bedrooms on the ground floor, with an additional room on the first floor. A small lean-to room, accessed via the kitchen, was loosely described as a conservatory but the Tribunal found the room to be more akin to a utility. The windows are a mix of upvc double glazing and original metal-framed units, some of which have secondary glazing. Gas-fired central heating is provided throughout. Outside, there is a modest sized rear garden and off-road parking for three vehicles at the front.
20. With the exception of the oven and hob, the white goods, carpets and curtains are provided by the tenants. While the landlord believed that that white goods and carpets were likely to have been supplied at the commencement of the tenancy, she was uncertain on the point. In light of this ambiguity, the Tribunal preferred the tenants' evidence.
21. The Tribunal observed timber rot, condensation-related dampness, and black spot mould in the porch, as well as water staining and cracked paintwork in several rooms. The kitchen - stated to have been installed at the tenant's expense – and the bathroom were both in good condition. While the property was well presented, clean and tidy overall, the accommodation was noted to be dated and, in parts, in need of modernisation.
22. Externally, the property was found to be in want of some general minor repairs and maintenance. While the landlord stated that these issues had not been brought to her attention, the Tribunal found that they were visible from the outside of the property, for example, from the shared driveway. Accordingly, the Tribunal does not attribute significant weight to the issue of external access for inspection.
23. The tenants state that, with the landlord's consent, they installed a replacement kitchen and a new fireplace at their own expense, amounting to £4,700. In addition, they replaced the garden shed.
24. The landlord refers to the installation of a replacement boiler in November 2024 as an improvement.
25. The property is conveniently situated for local facilities and public transport.

Parties' comparable evidence

26. The tenants submitted two comparable rental properties, both advertised on Rightmove, an online letting platform:
 - i. **Rockbourne Road, Coombe Bissett** – advertised at an asking price of £1,100 pcm.
Semi-detached bungalow, 2 bedrooms, open-plan kitchen/lounge, electric heating, modernised, parking and garden.
 - ii. **Ringwood** – advertised at an asking price of £1,400 pcm.
Detached bungalow, 2 bedrooms, kitchen/diner, two bathrooms, average condition, parking and garden.
27. The tenants state that the passing rent of £888.68 has remained unchanged for the past ten years. They contend that the proposed increase – amounting to approximately 80% - is excessive, and assert that it is being used by the landlord as a means of forcing them out of their home in order for the landlord to re-let at a higher return.
28. The landlord does not rely on any specific comparable evidence but states that, following a search of rental listings in the local area, she considers the proposed rent to be reasonable.

Determination

29. The Tribunal determines a market rent for a property by reference to rental values generally and, in particular, to the rental values for comparable properties in the locality. The Tribunal has no regard to the current rent and the period of time which that rent has been charged, nor does it take into account the percentage increase which the proposed rent represents to the passing rent. In addition, the legislation makes it clear that the Tribunal is unable to account for the personal circumstances of either the landlord or the tenant.
30. The date at which the Tribunal assesses the rent is the effective date contained within the landlord's Notice which, in this instance, is the 1 September 2025. The Tribunal disregards any improvements made by the tenant but has regard to the impact on rental value of disrepair which is not due to a failure of the tenant to comply with the terms of the tenancy.
31. The Tribunal has carefully considered all the submissions before it, alongside its findings from the inspection.
32. 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 on the effective date and in the condition that is considered usual for such a market letting.
33. The tenants rely on two comparable properties each offering two-bedroom bungalow accommodation. The comparable in Coombe Bissett (Salisbury) is located in excess of 20 miles from the subject property. Given the Tribunal's experience that rental values are highly localised, limited weight

is attributed to this particular evidence. The second comparable is more local and offers broadly similar accommodation and facilities, with the exception of an additional first floor room. The landlord did not provide any comparable evidence for consideration.

34. The Tribunal finds that the shared driveway – used by a small engineering firm – is likely to have an adverse impact on the rental value of the property. The Tribunal accepts the tenants’ submissions that the close proximity of the access to the bungalow, combined with the size and type of vehicles accessing the engineering works, is likely to result in noise disturbance and inconvenience.
35. Having regard to the limited local evidence provided by the parties, the Tribunal, using its expert knowledge as a specialist Tribunal, determines that the open market rent for the property, in good tenantable condition, is £1,500 per month. This figure reflects the property’s location adjacent a busy road and the shared driveway.
36. 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.
37. The Tribunal finds that the property requires a degree of repair/maintenance and modernisation.
38. With regard to general repairs and maintenance, the Tribunal finds that although the landlord indicated an intention to carry out works during the summer of 2025, the disrepair observed – such as the significant timber decay in the porch – was longstanding. While the tenants accept that, in May 2025, they requested that proposed works were delayed until they vacated the property, the landlord did not provide any evidence of repeated instances where the tenants had refused access to enable such works. In light of this, the Tribunal finds that a deduction of 5% from the open market rental value for general want of repair is justified.
39. The Tribunal also finds that further deductions are warranted to reflect the partial single glazing and the tenant’s provision of some white goods (5% aggregate). Finally, an additional 5% adjustment is made to reflect that the carpets and curtains are provided by the tenants.
40. In regard to improvements, the Tribunal does not consider the replacement of the boiler as a landlord’s improvement.
41. In weighing all of the written evidence, alongside the findings of our inspection, the Tribunal arrived at a total deduction in open market rent of 15%.
42. Accordingly, the Tribunal finds the adjusted open market rent to be £1,275 per month.
43. The tenant made no submissions within the written evidence provided to the Tribunal in regard to delaying the effective date of the revised rent on the ground of undue hardship under section 14(7) of the Act. Accordingly, the rent of **£1,275 per month will take effect from 1 September**

2025, that being the date stipulated within the landlord's notice.

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.