



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

<b>Case reference</b>	:	HAV/ooHQ/MNR/2025/0752
<b>Property</b>	:	Flat 3, 37 Lorne Park Road, Bournemouth, Dorset, BH1 1JL
<b>Applicant Tenants</b>	:	Mr John Dean
<b>Representative</b>	:	None
<b>Respondent Landlord</b>	:	Mr Ian Gueddes
<b>Representative</b>	:	Turay Homes Ltd, 201 Christchurch Road, Bournemouth, Dorset, BH1 1JU
<b>Type of Application</b>	:	Determination of a Market Rent Sections 13 & 14 Housing Act 1988
<b>Tribunal Members</b>	:	Judge C Skinner Regional Surveyor J. Coupe FRICS Ms C Barton MRICS
<b>Date of Decision</b>	:	9 October 2025

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**REASONS**

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## **Decision of the Tribunal**

**On 9 October 2025 the Tribunal determined a Market Rent of £400.00 per month to take effect from 3 October 2025.**

## **Background**

1. By way of an application received by the Tribunal on 7 August 2025 the tenant of Flat 3, 37 Lorne Park Road, Bournemouth, Dorset, BH1 1JL (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 property is said to have been let via verbal agreement between the parties. The Applicant submits the tenancy started on 17 December 1996. This was not challenged by the Respondent. No further details were provided to the Tribunal over any agreed terms of the agreement and the Tribunal makes no findings over the same, save for finding the tenancy amounts to an Assured Tenancy under Section 1 of the Act. The Tribunal makes this decision based on the fact the qualifying criteria set out under s1 of the Act are met, with the Applicant residing at the property as an individual, the property being let as a dwelling and being used as the Applicant’s main home. None of those facts being in dispute between the parties and confirmed through their own evidence submitted to the Tribunal.
3. The Notice is dated 7<sup>th</sup> August 2025 and proposed a new rent of £575 per month in place of the current rent of £251.03 per month, to take effect from 3 October 2025. Neither party has sought to challenge the validity of the date the increase is to take effect within the Notice nor made representations about the same. As a result, the Tribunal has made no findings on the validity of the date of increase within the Notice.
4. On 26 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. The Directions confirmed the Tribunal did not intend to carry out an inspection of the property.
5. The Directions required the landlord and tenant to submit their completed statements to the Tribunal by 9 September 2025 and 23 September 2025 respectively, with copies to be sent to the other party. Both parties complied with the Directions and submitted their statements within time.
6. The Tribunal was contacted directly via email by the Applicant on 22<sup>nd</sup> September 2025 challenging the Tribunal’s decision not to

inspect the property. The Applicant felt an inspection would be beneficial. This request was not copied to the Respondent and was not made on Form 1 as part of a Case Management Application.

7. The Tribunal had already advised the Applicant via its Directions and via email that the Tribunal would not be able to deal with piecemeal correspondence and that the Applicant's evidence needed to be within his completed statements. The Directions clearly stating the need to copy all parties into any correspondence with the Tribunal and to comply with the Statement on Tribunal Rules and Procedure issued in August 2020.
8. Despite the above, when reviewing the matter, the Tribunal considered again if an inspection of the property would be beneficial. The Tribunal noted the evidence supplied by both parties including multiple photographs of the property as part of the parties' evidence. These photographs were of good quality and gave the Tribunal the ability to assess the condition of the property confidently.
9. 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 decided it could proceed to determine the matter fully on the papers and an inspection of the property was not required.
10. 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.

## **Property**

11. The Property is a second floor bedsit with a kitchenette, common bathroom and common lounge area. The property has no central heating and electric storage heaters are relied upon. The property has double glazing and is let with some carpets and curtains. It contains a 'fridge and a cooker as white goods. A new communal boiler was installed in 2024 and some new carpet has been laid in the communal entrance hall and corridor.
12. The property is situated near to a bus stop and is within reasonable walking distance of the local train station.

## **Law**

13. 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.

14. 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.

## **Submissions**

15. The Applicant submits that he entered into a verbal agreement with the Respondent 28 years ago. The date given for the tenancy start date in the application is 17 December 1996 and this was not disputed by the Respondent.
16. The Applicant submits he has had no repairs or improvements made to the property since he took up occupation in 1996. The Applicant states the wall paper is hanging off the walls, the ceiling is in poor condition and there has been mould present since the start of the tenancy.
17. The Applicant submits that the Respondent (via his agent) is responsible for decorating the property and all repairs. The Applicant states the property is in disrepair following prolonged and continued failures by the Respondent to conduct timely repairs to either the property or common parts.
18. The Applicant supplied 17 photographs (undated) to demonstrate the condition of the property. These photographs showed the communal hallway carpet in poor worn condition, and the communal window ledge in need of repair and redecoration. The photographs showed the presence of mould on the ceiling of the communal bathroom and paint stripping away.
19. The photographs showed the bedsit room to have damp patches with wallpaper falling away from the wall, along with water damage from a historic leak. The kitchenette double glazing is blown and large parts of the ceiling had clear water damage present. Finally the photographs showed rotten timber framing around the entrance door to the bedsit.
20. The Applicant provided no submissions on what he believed the appropriate market rent should be for the property nor was any comparator evidence supplied within the application or supporting documentation.
21. In response, the Respondent submitted that since 1996 a new communal boiler had been installed, new communal carpets laid in the entrance hall and corridors and that the Landlord was intending to carry out redecorating and renovation work to the property.
22. The Respondent acknowledged in his statement that the property needs

repainting, a new shower and a new kitchen. However the Respondent states that an increase in the rent is required to fund these works.

23. The Respondent provided a property inspection report dated 9 September 2025 conducted by Bright Inventories. Within this report were 27 photographs of the property (replicated twice within the report) along with commentary around the condition of the property. The report acknowledges the presence of mould and water stains, confirming evidence of extensive leaks to the ceiling in the kitchenette and cracks on the ceiling. The report confirmed the blown glazing panel in the kitchenette and paint peeling from the walls, along with cracking, mould and surface separation to the ceiling.
24. The Respondent did not provide any comparator evidence within the supporting documentation but did claim the current market rent for the property would be £750 per month. However the Respondent provided no evidence around how that figure had been arrived at nor upon what basis such a monthly figure reflected a market rent for a property of this type. Instead it appeared the Respondent had calculated that figure based on the Respondents estimated costs of managing and letting the property.

### **Determination**

25. As indicated at paragraphs 6 to 8 above, the Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
26. The Tribunal is required to determine the rent at which the subject 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 Parties are not relevant to this issue, nor is the Respondents submission that a rent increase is required to fund repairs that the property requires. The Respondent is subject to the usual statutory repairing obligations placed upon landlords regardless of the ability to increase the rent.
27. In the absence of any reliable market evidence from either party, the Tribunal, using its expert knowledge as a specialist Tribunal, decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £575 per month.
28. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord.
29. From the evidence provided by both parties it is clear that the property is not in a condition to command such a rent and a number of adjustments need to be made for the general wants of repair as evidenced in the photographs provided by both parties. The poor condition of the property is not in dispute and the evidence from the parties corroborates that position.

The Tribunal finds that the property requires general maintenance and modernization and is in a poor state of repair, in need of work throughout.

30. The Tribunal further finds that accommodation is basic and falls well below current market expectations. A further deduction is warranted to reflect the property's compact nature and the presence of electric heating. The Tribunal does not consider the replacement of the communal boiler as a landlord's improvement nor the replacement of carpet in the communal hallway.
31. In weighing all of the written evidence, the Tribunal arrived at a total deduction in open market rent of 30%.
32. Accordingly, the Tribunal finds the adjusted open market rent to be £402.50 per month, which the Tribunal rounds down to £400 per month.
33. 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 **£400 per month will take effect from 3 October 2025**, that being the date stipulated within the landlord's notice.

#### **RIGHTS OF APPEAL**

34. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
35. 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.
36. 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.
37. 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.