



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

Case Reference	:	HAV/00MS/MNR/2025/0630
Property	:	113 Northumberland Road Southampton Hampshire SO14 0ES
Applicant Tenant	:	Mr Yankuba Touray
Representative	:	None
Respondent Landlord	:	Northwood (Southampton) Limited
Representative	:	None
Type of Application	:	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	:	Mr D Cotterell FRICS Mrs J Coupe FRICS
Date of Inspection	:	None: determined on the papers
Date of Decision	:	25 November 2025

DECISION

Summary of Decision

On 25 November 2025 the Tribunal determined a market rent of £1375 per month to take effect from 5 November 2024.

Background

1. By way of an application received by the Tribunal on 4 November 2024 the tenant of 113 Northumberland Road, Southampton, SO14 0ES (“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 3 October 2024, proposed a new rent of £1400 per month in lieu of a passing rent of £1300 per month, to take effect from 5 November 2024.
3. The property is occupied under the terms of an Assured Shorthold Tenancy agreement dated, and commencing on, 5 November 2022 for a term of 12 months, continuing on a monthly basis thereafter. A copy of the tenancy agreement was provided.
4. On 9 September 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. Neither party objected.
5. The Directions required the landlord and tenant to submit their completed statements to the Tribunal by 23 September 2025 and 7 October 2025 respectively, with copies to be sent to the other party.
6. 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.

The Law

7. 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.
8. 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 Property

10. The Property comprises a 2-storey mid-terrace house. Northumberland Road lies a half-mile to the east of Southampton city centre at Northam.
11. There are local shops supplying most day-to-day necessities and a full range of amenities in Southampton city centre.
12. The accommodation includes 3 bedrooms (2 x double, 1 x single), 2 reception rooms, hallway, kitchen, bathroom, WC, and patio garden. Parking in the vicinity is on-street by residents' permit system.
13. The property has gas central heating and windows are double glazed. The Landlord provides a washing machine, refrigerator, and a cooker, the letting also includes carpets and curtains.
14. The Landlord's agent identified a number of points of previous disrepair that are claimed to have been remedied, notably:
 - a. Leaking gutters and downpipes,
 - b. Stair carpets loose,
 - c. Missing mastic behind sink,
 - d. Degrading flooring in hall lifting due to water ingress,
 - e. Electrical repairs affected by water ingress
 - f. Water damage to ceiling,
 - g. Leak next to boiler,
 - h. Missing seals to window sashes causing heat loss and draughts,
 - i. Mould growth and penetrating dampness to walls, also water damage.
15. Southampton City Council issued a "Specification of Remedial Action to be Taken" by letter dated the 14 December 2023 that listed a schedule of required actions having identified defects in the form of mould growth, excess cold, rodent infestation, broken cooker, loose carpets, and electrical faults – together with a schedule of required works. The Landlord's agent submits that these matters have been addressed, the Tenant mentioning that work was done in 2024 and up to January 2025.

Submissions

17. The present tenancy began on 5 November 2022 at a rent of £1200 per month.
18. The Tenant mentioned in their submissions that on taking occupation in 2022 there were several defects to the property and that many repairs have been carried out only in the recent past, including a replacement boiler.
19. The Tenant identified 5 x 3-bedroom properties available to rent as evidence of rental values in the locality, at asking rents of between £1,195 to £1,350 per month.
20. The Landlord provided a copy of the Property's inventory dated 4 November 2022 prepared by Vision Inventories, which document included photographs of the Property's interior and condition from that date.
21. The Landlord also identified 11 x 3-bedroom properties available to rent as evidence of rental values in the locality, at asking rents of between £1,350 to £1,650 per month.

Consideration and Valuation

22. 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 over 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.
23. 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 5 November 2024. The Tribunal disregards any improvements made by the tenant but has regard to the impact on rental value of disrepair where this is not due to a failure of the tenant to comply with the terms of the tenancy.
24. The Tribunal has carefully considered the submissions before it.
25. It is evident that the Property has previously been in some disrepair, and several items have been remediated in the recent past.
26. The considerations to which the Tribunal has had regard include
 - a. the Property's location, in a neighbourhood close to the city centre, with ready access to local amenities

- b. The Property's configuration and size, being a 3-bedroom 2-storey house.
 - c. The Property's condition as described.
 - d. Rents achieved and sought for property rentals in the vicinity.
27. Weighing the parties' evidence against its expert general knowledge of rental values in the locality, the Tribunal determines that the open market rent for the property in good tenantable condition is £1,450 per month.
28. Once the hypothetical rent is established it is necessary for the Tribunal to determine whether the property meets the standard of accommodation, repair and amenity of a typical modern letting.
29. It appears on the evidence submitted that at the relevant date, the property was in a degree of disrepair, although earlier more extensive disrepair has been addressed. The Tribunal therefore finds that, at the proposed commencement date of the new rent, the property was not fully in a condition consistent with an open market letting. In consequence of this, the Tribunal considers that a 5% deduction or thereabouts from the open market rental value is warranted to reflect the general disrepair. In the Tribunal's view that amount is properly represented in the sum of £75 per month.

Determination

30. Accordingly, the Tribunal finds the adjusted open market rent to be £1375 per month.
31. 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 £1375 per month will take effect from 5 November 2024**, 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 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 as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
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.
5. Either party seeking to appeal a decision are referred to form RPPTA.