

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/24UB/MNR/2025/0844
Property	8 Giles Court, Tadley, Hampshire, RG26 3RL
Tenant	Mr L J Cusick
Tenant's Representative	None
Landlord	The West Family Property Partnership
Landlord's Address	C/o Countrywide Residential Lettings, Countrywide House, Lake View Drive, Sherwood Park, Nottingham, NG15 0DT
Landlord's Representative	Mr H Sahota, Gascoigne Pees
Date of Application	15 December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr J G G Wilson MRICS – Chair Mr C Davies FRICS Mr A Hetherton MRICS IRRV (Hons)
Date of Decision	25 February 2026
Rent Determined	£830.00 per Calendar Month
Date the new rent takes effect	1 January 2026

REASONS FOR THE DECISION

Background

1. On 16 October 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £825.00 per calendar month(pcm) in place of the existing rent of £725.00 pcm to take effect from 1 January 2026.
2. On 17 December 2025 (albeit the application is dated 15 December 2025), under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The Tribunal has not been provided with a copy of the tenancy agreement, although it is understood the assured tenancy commenced in 1990. The rental period is understood to be monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. The tenant has confirmed no furniture is provided under the tenancy and goes on to say a gardener cuts the grass in the communal grounds, although no associated costs are given.

Liability for Council Tax

6. The tenant is responsible for the payment of Council Tax in respect of the property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

7. The Tribunal understands the tenant is required to keep the property in repair, fair wear and tear excepted.

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the bases of the papers provided by the parties, having viewed the premises on the internet and its own knowledge and specialist expertise.

The Property

9. The property is a ground floor flat forming part of a relatively modern three storey (ground and two upper floors) block of flats, with the following accommodation:

Reception room, kitchen, two bedrooms and one bathroom/WC.

Outside: storage unit and an off-street parking space.

Whereas there is no central heating, the property benefits from heating by electric heaters.

Tadley is to the north of Basingstoke. Giles Court is on Giles Road which lies to the east of the A340, Aldermaston Road. Giles Road is in between Rowan Road and Stephens Road.

Evidence

10. Both the landlord and the tenant have returned the Tribunal's Reply forms.

The Tenant.

11. Mr Cusick has made the following comments:
 - a) The tenant's replies to the Features are slightly unclear. Under central heating and double glazing the 'No' and 'Provided by Landlord' boxes are ticked. Under carpets & curtains the 'No' and 'Provided by Tenant' boxes are ticked. Under 'White Goods provided by Landlord' the form is blank. Mr Cusick goes on to confirm there is off-street parking, a communal garden and in his application says there is a shed in an outbuilding.
 - b) Under Disrepair/Defects Mr Cusick says 'Windows need reglazing handles fixing, I have not alerted the landlord of these at this time. I need to refurb the fronts of the cabinets in the bathroom.'
 - c) Under 'Improvements' in his application, Mr Cusick says 'New kitchen/Bathroom, changed emersion [sic] heater a few times this was some time ago.' In his reply form, Mr Cusick says 'The improvements

were carried on/out about 2010, carried out by my employees of mu Carpentry, Building company.'

12. In terms of rental evidence, Mr Cusick refers to the landlord's agent who claims they have let flats in the area at £1,175 per calendar month. Mr Cusick goes on to say 'I believe, this is not the case in the blocks of flats that I live in, the flats are cold due to no insulation and are built with concrete and a brick skin around the exterior.'

On behalf of the Landlord – Mr Harjit Sahota of Gascoigne Pees

13. In his replies, Mr Sahota says the landlord has provided electric heating (no central heating), full double-glazing, carpets and curtains and the White Goods. Mr Sahota goes on to confirm there is off-street parking and an additional storage unit with the apartment.
14. Under 'Improvements' and 'Service Charges', Mr Sahota says 'N/A' to each. Under 'Disrepair/Defects', Mr Sahota says 'No outstanding issues and reports have of required maintenance have been made [sic].' Under 'Any Other Comments' Mr Sahota says 'The property is located within easy access of all essential local amenities.'
15. Mr Sahota assesses the market rent at £1,150 per calendar month and attaches his comparable lettings evidence to support his valuation, which is outlined below.
16. Mr Sahota has provided the following comparables lettings, all of which are two-bedroom flats:
 - a) Christy Court, Tadley, RG26: unfurnished, kitchen with appliances, balcony and allocated parking - £1,250 per calendar month.
 - b) Stratfield Court, Tadley, RG26: ground floor, unfurnished, double glazed and residents' parking - £1,200 per calendar month.
 - c) Stratfield Court, Tadley, RG26: ground floor, unfurnished, double glazed and residents' parking - £1,150 per calendar month.
 - d) Stephens Road, Tadley, RG26: ground floor, fitted kitchen with appliances, electric heating and residents' parking - £1,150 per calendar month.

Determination and Valuation

17. The Tribunal considers the comparable lettings provided by Mr Sahota are relevant in this matter to determine the market rent. The range of market rents is from £1,150 per calendar month up to £1,250 per calendar month. The comparable letting the Tribunal derives most assistance from and to which it attributes most weight is that in Stephens Road. From the photograph provided, the flat is very similar to the subject and may be in the subject block, bearing in mind its stated location.
18. Whereas Mr Sahota has given his assessment of the market rent, he has not gone on to make any adjustments to meet the circumstances here.
19. Relying on its own expert, general knowledge of rental values in the area, and the comparable lettings provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,100.00 per calendar month. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties including having white goods and curtains provided by the landlord.
20. From the information provided by the parties, which in some aspects is unclear and contradictory, the Tribunal has concluded the following: (a) there is no central heating, although there are electric heaters, (b) the insulation is poor, (c) the landlord has not provided carpets (floor coverings) and curtains, (d) the landlord has not provided the White Goods, (e) the tenant has carried out works of improvement which include a new kitchen, a new bathroom and an immersion heater, and (f) there are items of disrepair, typically the windows need reglazing/handles fixing and the fronts to the cabinets in the bathroom need refurbishing.
21. The Tribunal's rental valuation with adjustments is as follows:

Market rent		£1,100.00 pcm
<u>Less</u>		
a) No central heating	£50.00	
b) Poor insulation	£25.00	
c) No carpets and curtains	£50.00	
d) No White Goods	£45.00	
e) Tenant's Improvements	£75.00	
f) Items of disrepair	£25.00	<u>£270.00</u>

Market rent **£830.00 pcm**

Undue hardship

12. Mr Cusick has not given any submission to the Tribunal that the starting date for the new rent specified in the Notice would cause him undue hardship.
13. As a result of our decision the rent will increase by £105 per calendar month. The date specified in the landlord's notice is 1 January 2026.

Decision

14. Therefore, the Tribunal determines the market rent at £830.00 per calendar month with effect from 1 January 2026.

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (rule 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.