

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>HAV/00HQ/MNR/2025/0794</p>
<p>Property</p>	<p>Flat 35 Asperand House, St Aldhelms Road, Poole, Dorset, BH12 1AE</p>
<p>Tenants</p>	<p>Mr W & Mrs B Gomolka</p>
<p>Tenant's Representative</p>	<p>Mr Rippon</p>
<p>Landlord</p>	<p>Troy 2 Ltd</p>
<p>Landlord's Address</p>	<p>Unit 19 Grosvenor Way, London, E5 9ND</p>
<p>Landlord's Representative</p>	<p>Tri-Group Management</p>
<p>Date of Application</p>	<p>19 October 2025</p>
<p>Type of Application</p>	<p>Determination of a Market Rent sections 13 & 14 of the Housing Act 1988</p>
<p>Tribunal Members</p>	<p>Regional Surveyor J Coupe FRICS – Chairman Mr M Williams FRICS – Valuer Member</p>
<p>Date of Decision</p>	<p>30 March 2026</p>
<p>Rent Determined</p>	<p>£1,250.00 per month</p>
<p>Date the new rent takes effect</p>	<p>1 March 2026</p>

REASONS FOR THE DECISION

Background

1. On 17 September 2025, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,300.00 per month in place of the existing rent of £1,180.00 per month to take effect from 1 November 2025.
2. On 19 October 2025, under Section 13(4)(a) of the Housing Act 1988, the tenants referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 16 February 2023 for a term of 6 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per 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. No fixed service charge included in the rent.
6. No furniture provided by the Landlord.

Liability for Council Tax

7. The tenants are 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.

8. None.

Inspection/Hearing

9. The Tribunal carried out an inspection of the Property on 18 February 2026 in the presence of the tenants and their representative, Mr Rippon. The landlord was notified of the inspection but did not attend.

10. A hearing was held on 18 February 2026 at Bournemouth Combined Court, directly following the inspection. The tenants were in attendance and were represented by Mr Rippon. The landlord did not attend. The Tribunal has considered this application on the basis of an inspection, an oral hearing, the papers provided by the parties, and its own knowledge and specialist expertise.
11. Applying the Tribunal's overall objective to deal with cases fairly and justly, the Tribunal considered whether it was appropriate to proceed in the landlord's absence. Having regard to Rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal was satisfied that the landlord had been duly notified of the inspection and hearing, and concluded that it was in the interests of justice to proceed.
12. Following the hearing, the Tribunal received notification from the landlord's representative that their attendance had been prevented by rail disruption. The representative stated that they were content for the hearing to proceed in their absence.
13. In their application, the tenants did not dispute the validity of the landlord's Section 13 Notice of proposed rent increase and such was reaffirmed orally at the hearing.
14. The landlord did not dispute the Tribunal's jurisdiction to determine the application.

The Property

15. The Property is a fourth-floor flat within a purpose-built, split-storey residential building comprising 36 flats, with lift and staircase access. The flat provides the following accommodation:

Hall, lounge, kitchen, bedroom with ensuite shower, WC and wash hand basin, second bedroom, and a bathroom with full suite.

Outside: One unallocated parking space, located either in the external parking area or within a ground-floor covered parking area accessed by a remote-operated roller-shutter door. Communal garden.
16. The Property has electric heating and double glazing.
17. The interior of the flat was well presented.
18. The kitchen was fitted with modern units and full white goods.

19. Black spot mould was evident around the window in the second bedroom.
20. The Tribunal's attention was drawn to some current minor wants of repair.
21. The bin store was untidy and lacked general maintenance.
22. The communal areas were clean, although, in places, the décor appeared worn and in need of refurbishment. The door between the communal area and the covered parking area was not secure.
23. The Property is located in a mixed residential and commercial area, in close proximity to local amenities and shopping facilities, including a Lidl store. The Property is situated at the junction of St Aldhelm's Road and Poole Road and close to a railway line, both resulting in a degree of noise disturbance. Public transport links are available within walking distance.

Evidence

24. The tenants provided written submissions but did not return a completed Tribunal Reply form. This was confirmed at the hearing. The landlord returned a completed Tribunal Reply form.

The Tenants

25. The tenants made the following comments:
 - a) Asperand House is built on land subject to a binding affordable housing obligation under a Section 106 Town and Country Planning Act 1990 agreement ("s.106 agreement"), registered as a local land charge and enforceable against successors in title.
 - b) The tenants rely on a Borough of Poole Memo dated 25 September 2012 sent by Keith Curran (Senior Contracts & Conveyancing Executive) to David Mansell (Developer), copied to various departments within the Local Authority. The memo is titled "*Section 106 Agreement: St Aldhelms Road and Poole Road, Poole, BH12 1AF*", and states "*Please note that I have completed a S106 Agreement in accordance with your instructions and which has been dated 20 September 2012. I attach a copy of the Agreement herewith for your reference. Please will Land Charges register the agreement as a Land Charge. I am sending an Original of the Agreement to Document Management for entering on the records and filing.*"

- c) A copy of an agreement dated 20 September 2012 between (1) Lidl UK GmbH, (2) Mansell Construction Services Limited, and (3) The Council of the Borough & County of the town of Poole was provided. The agreement is titled *“Agreement under Section 106 of the Town and Country Planning Act 1990 imposing planning obligations on land at the junction of St Aldhelms Road and Poole Road, Poole, Dorset, BH12 1AF.”* Reference: APP/12/00025F.
- d) Affordable Housing is defined at paragraph 1 of the agreement as *“housing to include social rented, affordable rented and immediate housing, provided to eligible households whose needs are not met by the market.”*
- e) *“Affordable Housing Contribution”* is defined at paragraph 1 of the agreement as *“the sum of One hundred and thirty six thousand eight hundred and forty eight pounds (£136,848.00) Index Linked plus an administration fee of £500.00 to be paid by the Owner towards the provision of Affordable Housing by the Council in accordance with Policy PCS6 of the Core Strategy and the Affordable Housing Supplementary Planning Document adopted November 2011.”*
- f) Under *“Application”* at paragraph 1, the planning application is said to relate to application APP/12/00025F made by the Mansell Partnership Housing Limited for the erection of a building comprising 36 apartments with facilities.
- g) The agreement also provides a definition of *“Nature Conservation Contribution”* and *“Transport Investment Contribution”*.
- h) The tenants state that neither the £136,848.00 nor the £500.00 contribution were paid.
- i) The tenants contend that, when determining the market rent of the Property, the Tribunal is obliged to take into account the S.106 affordable housing obligations said to be attached to it.
- j) Affordable housing is valued at below market rent. The tenants propose a reduction of 20% to the landlord’s proposed rent.
- k) Mr Rippon, the tenants’ representative, stated that the tenants’ original rent had been subject to an affordable rent adjustment. No supporting evidence was provided, and when the Tribunal sought clarification, the tenants had no recollection of any such adjustment. Mr Rippon

suggested that the tenants were likely unaware at the time that they had been assessed as eligible.

- l) The Tenant's occupation and enjoyment of the Property is said to be adversely affected by noise disturbance from supermarket delivery lorries, traffic and emergency-vehicle activity on the main through-road, and by anti-social behaviour linked to users of the nearby train station, each of which negatively affect rental value.
- m) The tenants are unable to access the secure parking area because the landlord requires payment of a deposit for the shutter-fob, which they are unwilling to pay.
- n) On or around 21 February 2024, the tenant's received notification from Tri-Group Management Ltd ("Tri-Group") that Sovereign Housing, their original landlord, had transferred its interest in Asperand House to Troy 2 Ltd, and that Tri-Group had been appointed as managing agent. The tenants allege that, thereafter, tenants of Asperand House were coerced into signing new tenancy agreements with increased rents, under threat of eviction. They contend that such conduct amounts to a breach of covenant or duty owed to the tenants.
- o) The tenants invite the Tribunal to consider the lawfulness of any eviction proceedings in light of the landlord's alleged breach of the S.106 agreement and any other relevant statutory safeguards.
- p) No comparable rental evidence was provided.

The Landlord

26. The landlord made the following comments:

- a) The property is located on the second floor (an error later corrected).
- b) The property provides two bedrooms, two bathrooms, kitchen and lounge.
- c) White goods are provided by the landlord.
- d) Outstanding maintenance issues were reported on 30 October 2025, which are "*being handled by our maintenance team.*"
- e) The property is close to the railway station, local facilities and school.

- f) Since April 2024 the landlord has let eight two-bedroom flats at £1,300 per month.
- g) The property is described as being *“high end, with intercom, dishwasher and lift and ensuite bathroom and is highly sought after.”*
- h) An inventory and schedule of condition dated 15 February 2023 was provided. At paragraph 1.1 - General Summary – the property is described as *“in a very good clean condition with minimal signs of wear and tear throughout.”*
- i) The landlord states that the Agreement relied upon by the tenants does not designate Asperand House, or any individual dwelling therein, as affordable housing.
- j) The Agreement refers to an Affordable Housing Contribution of £136,848 payable to the Council prior to occupation of more than 18 dwellings on the site. However, there is no wording in the covenant, schedules or operative obligations requiring any dwelling within Asperand House to be held as affordable housing units subject to rent/tenure restrictions or classifications as affordable housing under local plan policy. The landlord relies on legal advice provided by Bude Nathan Iwanier LLP Solicitors dated 13 November 2025 in such regard, copy provided.

Determination and Valuation

- 27. The Tribunal’s jurisdiction is limited to determining the open market rent, without regard to the personal circumstances of the parties.
- 28. The tenants provided no comparable rental evidence. The landlord referred to the letting of eight two-bedroom flats at £1,300 per month but provided no evidence of such. The Tribunal therefore attributes little weight to this.
- 29. In the absence of any identifiable comparable evidence provided by the parties, the Tribunal is required to rely on its own expert and general knowledge of rental values in the area.
- 30. The Tribunal considers that the market rental of the subject Property, modernised and in good order to be £1,300.00 per month, to reflect the location and noise disturbance.
- 31. The landlord does not dispute that maintenance issues have been reported by the tenants and, at the time of the landlords’ submissions remained

outstanding. The Tribunal observed some minor wants of repair and maintenance during the inspection.

32. The Tribunal therefore made the following adjustment to the open market rent:
- a) Minor disrepair

The full valuation is shown below:

Starting Rent	<u>£1,300.00 pcm</u>
<u>Less</u>	
a) Items given under a) above	£50.00
Market rent	<u>£1,250.00 pcm</u>

33. The Tribunal made no adjustment for the lack of access to the secure parking area. Payment of a fob-deposit is standard practice and it is considered the tenant's choice not to do so.
34. The Tribunal finds that the tenants adduced insufficient evidence to definitively prove that Flat 35 Asperand House is designated as affordable housing pursuant to a Section 106 Agreement. The Tribunal finds that the Section 106 agreement provided required the payment of various contributions to the Council, including a contribution of £136,848.00 towards the provision of affordable housing.
35. Irrespective of our findings in paragraph 34 above, the Tribunal's jurisdiction under Section 14 of the Housing Act 1988 is to determine a market rent and not a social housing rent. Any dispute regarding the latter would be a matter for the County Court.
36. The Tribunal considers Mr Rippon's suggestion that the tenants were assessed for social housing without their knowledge to be unrealistic. The Property was advertised on the open market and the tenants' evidence was that it was initially let to them as private, rather than social housing, tenants. Moreover, if, as Mr Rippon suggested, the Property had been let at a 20% discount, the unadjusted rental price would have exceeded the open market value at that date, which the Tribunal finds improbable.

37. Accordingly, the Tribunal finds no additional adjustments warranted.
38. When determining the market rent, the Tribunal has no jurisdiction to make findings on the tenant's allegations of coercion or retaliatory eviction.

Undue hardship

39. Mr Rippon left the proceedings while hardship was discussed and did not return to the hearing room thereafter.
40. Mr Gomolka explained that he had recently lost his full-time employment. He has since been unable to secure alternative employment and is now self-employed. Mrs Gomolka works full time. Mr Gomolka stated that backdating the rent increase to the landlord's proposed date would cause the tenants undue hardship.
41. The Tribunal found Mr and Mrs Gomolka credible witnesses and accepted Mr Gomolka's oral evidence that a backdated increase in rent would cause undue hardship.
42. Exercising its discretion, the Tribunal directs that the new rent will take effect from 1 March 2026.

Decision

43. The Tribunal determines the market rent at £1,250.00 per calendar month, with effect from 1 March 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 (regulation 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.