

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/24UP/MNR/2026/0014
Property	1 Holywell Close, Swanmore, Southampton, Hampshire, SO32 2FT
Tenants	Mr J R Hendry and Mrs C F Hendry
Tenants' Representative	None
Landlord	Mr N Voss
Landlord's Address	C/o Bernards Estate & Letting Agents Ltd, 8 Clarendon Road, Southsea, Hampshire, PO5 2EE
Landlord's Representative	Ms G Thomas
Date of Application	14 January 2026
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 B W H Bourne MRICS
Date of Decision	25 March 2026
Rent Determined	£2,050.00 per Calendar Month
Date the new rent takes effect	14 February 2026

REASONS FOR THE DECISION

Background

1. On 8 January 2026 Mr Patrik Belteky, on behalf of the Landlord, served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £2,150.00 per calendar month (pcm) in place of the existing rent of £2,000.00 pcm to take effect from 14 February 2026.
2. On 14 January 2026, under Section 13(4)(a) of the Housing Act 1988, Mr Hendry, on behalf of the joint tenants, referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent, and copied the same to Mr Belteky.
3. The landlord is required to have sent their reply and evidence (their case) to the Tribunal within 28 days of 14 January 2026. Correspondingly, the tenants are required to have sent their reply to the landlord's case within 14 days of receipt of the same.
4. The assured tenancy commenced on 14 August 2025, for a fixed term of six months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenants.

5. The Tribunal has been provided with a copy of the tenancy agreement signed and dated by the parties dated 12 August 2025.
6. Preserve interior condition: the tenants are required to keep the property and contents in good order and in a clean condition as at the commencement of the tenancy, fair wear and tear excepted.
7. Good repair: similarly, the tenants are required to keep the contents including all electrical gas and other appliances, equipment and apparatus in good repair and condition too, fair wear and tear excepted.
8. Maintain property: the landlord is required to carry out those repairs to the property the liability for which is imposed upon the landlord by section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act'); and to put and keep the property in a state fit for habitation as required by section 9A of the 1985 Act.
9. Maintain appliances: the landlord is required to put and keep in repair and proper working order the central heating system, electrical appliances and other equipment provided by the landlord for the use of the tenants.

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

10. Mr Hendry has confirmed that whereas furniture is provided under the tenancy (for which he says a full inventory is provided), there are no services.

Liability for Council Tax

11. 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.

12. The tenancy is for a term of six months with a commencement date of 14 August 2025. Accordingly, to follow section 14(1)(b) of the 1988 Act, the rent at which the Tribunal is to determine the rent in this application is as specified in the notice - 14 February 2026.
13. The tenants are required to maintain the garden and grounds (to include any terrace or patio) and to keep the grass cut and reasonably maintain any lawns, trees and shrubs etc.

Inspection/Hearing

14. 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 property on the internet and its own knowledge and specialist expertise.

The Property

15. 1 Holywell Close is a detached two-storey house of traditional brick construction with a pitched tiled roof. From the descriptions given by the parties and the floor plan provided the accommodation comprises:

Ground floor - entrance hall, cloakroom/WC, reception room, kitchen/diner with utility room off.

Stairs in the entrance hall up to...

First floor – bedroom one with shower room/WC en suite, bedroom two, bedroom three and bathroom/WC.

Outside – garage, off-street parking and private garden.

From the information provided the garage has been sub divided into two.

The parties have provided the Tribunal with various photographs of the property, both internal and external.

In addition, the Tribunal has been provided with a copy of the Inventory Report of the property dated 13 August 2025. The report includes both internal and external photographs too. The photographs show the items within the inventory included in the tenancy.

Holywell Close is in the southern part of Swanmore and is accessed off Hill Pound and Horders View.

Evidence

16. Ms Thomas on behalf of the landlord has submitted a Statement which includes various photographs to assist to present her case. Mr Hendry has submitted a Statement on behalf of the tenants which includes various photographs too. Mr Hendry had provided further evidence in the tenants' form Rents 1 (their application) coupled with an evidence bundle and a joint tenant information sheet.

The Tenants.

17. Under 'other facilities' in their application Mr Hendry says there is: a small garden, a garage which is sub-divided in two with the rear section available as storage area and front main door section not accessible, and an outdoor hot tub for which ongoing maintenance is not provided by the landlord.
18. Under 'Improvements' Mr Hendry says the tenants have installed full-fibre broadband (1Gb capable) with the landlord's consent.
19. In his covering email to his Statement, Mr Hendry informs the Tribunal he has commented on Ms Thomas' submissions on behalf of the landlord and refers to his evidence previously submitted with the tenants' application.
20. Mr Hendry confirms the accommodation at the property and as outlined in paragraph 15 above. Mr Hendry includes photographs to show:
 - a) Location of heating control – not fully fixed.
 - b) Landlord's bedding and other bits.
 - c) Part furnished nature – mattress only.

- d) Garden LED lighting and solar panels (no indication of benefit).
 - e) Garage – stated as home office, only suitable as a store and front section inaccessible.
 - f) Single air conditioning unit on the first-floor landing.
21. Under ‘Features’ Mr Hendry confirms those set out by Ms Thomas, save there is no garage and the air conditioning is limited to the unit on the first-floor landing.
22. Under ‘Improvements’, Mr Hendry accepts the kitchen and bathroom equipment are of modern appearance, reaffirms the limited air conditioning and with respect to the solar panels (an 8Kw system) says as the tenants have no access to any associated data, they are unable to confirm any benefit derived there from.
23. Under ‘Disrepairs/Defects’, Mr Hendry lists various items, of which the Tribunal notes some had been rectified at the date of the Statement, 28 February 2026, others remain outstanding.
24. Under ‘Any Other Comments’ Mr Hendry lists the following, in outline:
- a) The property comprises three bedrooms only, the garage has been subdivided, of which the accessible rear section is unheated and used for storage only.
 - b) The property is part furnished only.
 - c) WiFi was not included in the tenancy agreement. The Nest heating control, the Ring alarm and doorbell systems were not activated for the tenants use.
 - d) The hot tub is not serviced by the landlord, and the tenancy agreement provides that maintenance thereof is the tenants’ responsibility.
 - e) The nearest railway stations are Botley and Fareham, approximately five miles and nine miles distant respectively. The property is therefore reliant on road transport.
25. Mr Hendry concludes to say, ‘Having regard to the size, three-bedroom configuration, partial garage access, part furnished status, and comparable three-bedroom properties in Swanmore and nearby Bishop’s Waltham currently marketed between £1,550 and £2,000 per calendar month, the tenant assesses the market rent at £1,950 per calendar month.’

Comparable lettings’ evidence

26. Mr Hendry has provided the Tribunal with comparable rental evidence to assist the Tribunal which includes listings and corresponding lettings’ particulars with photographs, floor plans and location maps.

27. Mr Hendry says the comparable listings reflect the local rental market within approximately a three to five miles radius and include properties of similar or higher specification. Mr Hendry summarises the listings as follows:
- a) Comparable three-bedroom houses are generally advertised and let in the range of approximately £1,650 to £1,975 per calendar month, to include non-estate and recently let properties.
 - b) Purpose-built rental developments offering newer accommodation with additional amenities and on-site management are available at around £1,870 to £1,875 per calendar month.
 - c) Larger four-bedroom detached houses, including newer and non-estate properties, are available in the range of approximately £1,995 to £2,100 per calendar month.
 - d) These comparables indicate the proposed rent of £2,150 per calendar month sits above the prevailing market level for a standard three-bedroom estate property of this type and condition.
 - e) Under any other information, Mr Hendry says at the time the section 13 notice was served the property was not fully functional due to unresolved maintenance issues. The following are listed: no effective heating in bedroom one and the landlord's dishwasher was inoperable. Mr Hendry goes on to say steps have since been taken to address these matters, they remained outstanding at the relevant date and are therefore relevant to the assessment of the reasonable market rent.

On behalf of the Landlord, Ms Gemma Thomas of Bernards Estate Agents has given a Statement.

28. In her Statement, Ms Thomas has included photographs of the property to assist to present her case, a floor plan, a copy of the tenancy agreement, a copy of the inventory report and a Best Price Guide of the comparable lettings' evidence to which she has referred to assist the Tribunal.
29. Ms Thomas confirms the property's accommodation to be that as described in paragraph 15 above. Under 'Features', Ms Thomas says central heating, double glazing, carpets and curtains, the White Goods to include a wine cooler, a garage, off-street parking and private gardens are all provided by the landlord at the property.
30. Under 'Improvements', Ms Thomas outlines the following:

- a) The landlord renovated the property and converted the garage to a home office.
 - b) Fully serviced hot tub and large 8Kwp solar panels.
 - c) An air conditioning unit was fitted.
31. Under 'Service Charges', Ms Thomas says high speed internet is included in the rental agreement and goes on to say this is at a higher cost due to the security system in place at the property as well.
32. Under 'Disrepairs/Defects, Ms Thomas says: the property is all in a good order throughout, an inventory is included, the bathroom and kitchen are five years old, the property benefits from a hot tub, air conditioning and solar panels.
33. Under 'Any Other Comments' Ms Thomas says the property is situated in an area with both bus and rail transport links, with well rated schools. The area is such that when properties come on to the rental market, a let is agreed quickly.
34. Under 'Your assessment of the rental value of the property' Ms Thomas refers to four comparable properties in a Best Price Guide for properties marketed to let from February 2024 to February 2026. Briefly each is described as follows:
- a) A four-bedroom detached house on Chapel Road, Swanmore, marketed to let in September/October 2025 at £3,500 per calendar month.
 - b) A four-bedroom detached house on Horders View, Swanmore, marketed to let in May 2025 at £2,500 per calendar month.
 - c) A four-bedroom detached house on Spring Lane, Swanmore, marketed to let in May/June 2025 at £2,100 per calendar month.
 - d) The subject property, a three-bedroom detached house, marketed to let in July/August 2025 at £2,000 per calendar month.
35. Ms Thomas adds that the property is offered furnished. There are no current advertised properties in this area as it is desirable with the local schools. Ms Thomas says she has extended her search back two years and includes four-bedroom houses, unfurnished, with no modernisation. Ms Thomas concludes to say, in effect, the benefit of the fourth bedroom is offset against the subject property's air conditioning, the home office, the solar panels and the WiFi.

Determination and Valuation

36. Whereas the Tribunal has read all the contents of the bundle (the papers), it limits its discussion and considerations to those points relevant to reach its determination.
37. Both parties have provided the Tribunal with Statements to present their cases and their assessments of the market rent. The tenants have provided further information in their application. The information provided includes various photographs (both internal and external), a copy of the tenancy agreement, a copy of the Inventory Report, a floor plan of the property and comparable lettings' evidence to support their respective cases.
38. It is the Tribunal's understanding the tenants might be misconceived with respect to the valuation date. The Tribunal is to determine the rent the property might reasonably be expected to let in the open market under an assured tenancy, which begins at the beginning of the new period specified in the notice, inter alia, section 14(1)(b) of the 1988 Act. The new period specified in the notice is 14 February 2026.
39. From the Tribunal's interpretation of their reading of the papers, the balance of the description of the accommodation and the features of the property are agreed between the parties. The photographs of the property confirm it is in good condition with modern kitchen and bathroom equipment.
40. The factors applicable to the market rent to which there is disagreement are summarised as follows: the conversion of the garage to provide a home office, storage area and its use; the quantifiable benefit of the installation of the solar panels; outstanding items of disrepair; furnished/part furnished; air conditioning; installation of broadband/high speed internet provision; servicing of the hot tub; heating control, alarm and doorbell systems activation; proximity to public transport links; reference to three and four-bedroom comparable lettings; and such is the shortage of comparable properties available to let, any new property on to the market lets quickly.
41. The landlord has proposed an increase in rent from the initial (current) rent of £2,000 per calendar month from 14 August 2025, to £2,150 per calendar month from 14 February 2026. The tenants' assessment of the reasonable market rent is £1,950 per calendar month.
42. The Tribunal has considered the comparable lettings provided by both parties and attributes more weight to those provided by Mr Hendry; albeit the Tribunal notes Ms Thomas has included the subject property in her Best Price Guide, the subject letting having been agreed and the tenancy commenced in August 2025.

43. The Tribunal has concluded the letting of the subject property is that to which most weight is to be attributed.
44. Whereas the parties do not agree the market rent, their respective assessments of the same are not that far apart. As the Tribunal says at paragraph 39 above, the balance of the description of the property and its features are agreed between the parties. The factors outlined in paragraph 40 which are relevant to the determination of the market rent, and which would be regarded as potential areas for adjustment in a comparable valuation analysis as individual components are, arguably, too finer points to draw reasonable adjustment(s) from.
45. To that end and relying on its own expert, general knowledge of rental values in the area, the Statements and further evidence provided by the parties, the Tribunal determines the market rent of the subject property in accordance with the legislation, having taken into consideration the factors outlined in paragraph 40 above, at £2,050 per calendar month.

Undue hardship

12. Mr Hendry, on behalf of the tenants, has not given any submission to the Tribunal that the starting date the new rent specified in the Notice would cause them financial hardship.
13. As a result of our decision the rent will increase by £50 per Calendar Month. The date specified in the landlord's notice is 14 February 2026.

Decision

14. Therefore, the Tribunal determines the market rent at £2,050.00 per Calendar Month with effect from 14 February 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.