



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

Case Reference : **HAV/45UD/MNR/2025/0767**

Property : **29 Egmont Road
Midhurst
West Sussex
GU29 9BG**

Applicant Tenants : **Mr A Desbarres & Ms K McGregor**

Representative : **None**

Respondent Landlord : **Ms J O'Connell**

Representative : **None**

Type of Application : **Determination of a Market Rent sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **Mr I R Perry FRICS
Ms C D Barton MRICS**

**Date of Inspection
followed** : **None. Decided on the papers**

**Date of Hearing and
Decision** : **23rd January 2026**

DECISION

Summary of Decision

1. On 23rd January 2026 the Tribunal determined a market rent of £2,995 per month to take effect from 5th September 2025.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 4th August 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £3,000 (inclusive of bills for electricity, gas, water, internet and green bin) per month to take effect from 5th September 2025. The notice complied with the legal requirements.
4. On 3rd September 2025 the Tenants applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 17th September 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations without a hearing. The parties were invited to make submissions which could include photographs or videos.
7. The Landlord and Tenants submitted papers setting out their respective case. The papers were also copied to each opposing party.
8. Both parties submitted additional responses to the Tribunal. Given the overall objective of dealing with matters fairly and justly the Tribunal granted permission for both statements to be allowed and decided that a hearing should be held. A remote hearing using the Tribunal's CVP platform was arranged for 23rd January 2026.
9. These reasons address **in summary form** the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
 - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded-
 - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
 - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-
 - (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
 - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

The Property

10. From the information given in the papers and available on the internet, the property comprises a semi-detached house situated in the popular Easebourne area to the north of Midhurst, which is situated between Petersfield and Billingham, close to South Downs National Park and Cowdray Park polo grounds.
11. There are local shops within easy reach supplying day-to-day requirements and a primary school. There are rail links at Haslemere, 8.1 miles, and Petersfield 12 miles respectively
12. The Tenants describe the property as being a former Local Authority house with accommodation comprising a living room, kitchen, 3 bedrooms, boxroom, study with restricted head height and 3 bathrooms, with a total floor area of circa 1,200 square feet. Outside there is a garden.
13. The Tenants state that furniture was included in the original letting comprising 2 bedside tables, 3 wardrobes, 3 chests of drawers, 5 beds, a kitchen table with chairs and 2 sofas. The Tenants also state that the rent includes water charges of £95 per month.
14. The Landlord describes the accommodation as comprising a hall, living room, kitchen/dining room, utility room, bedroom and shower room with wc all at ground level. At first floor level a landing, 3 bedrooms and a family bathroom with wc and a fifth bedroom with en-suite shower room and wc on the second floor.
15. The property is built of brick with a pitched and tiled roof. The property has a central heating system, double glazed windows and is let with carpets, curtains white good, some furniture, linen and utensil. Outside there are off-street parking spaces in the front of the property.
16. The Energy Performance Rating for the property is 'C'.

The Tenancy Agreement

17. The Tribunal was provided with a copy of the Assured shorthold tenancy agreement executed as a deed and made on 29th September 2022 but signed by the parties on 30th September 2022. The agreement states that the tenancy commenced on 5th October 2022 at an initial rent of £2,700 per month for 6 months rising to £3,000 per month thereafter.

18. The agreement specifies the Tenant's obligations in respect of upkeep, maintenance, repairs, tidiness, cleanliness, hygiene standards, upkeep and care of grounds. The Landlords obligations are also set out.
19. The agreement specifies that the Landlord will provide and pay for electricity, water and gas to a reasonable level. The Agreement specifies "If the amount used is considerably higher than in previous years a charge will be made to cover the excess useage" (sic).
20. At the end of the first 12 months no new agreement was made so the tenancy has become an assured periodic tenancy

Submissions

21. In their initial application the Tenants list various repairs, replacement and decoration work which they have carried out.
22. The Tenants provided a Rent Appeal Statement in which they state that the property is an ex-council house and state that in their opinion 2 rooms described as bedrooms do not meet statutory criteria to be classified as bedrooms. They emphasise the restricted ceiling height in the 2nd floor room. They attach a floorplan which shows a living room, kitchen/dining room, rear hall with utility area, bedroom 1 and shower room all at ground level, 2 bedrooms, study and bathroom at first floor level and a study and shower room at second floor level.
23. The Tenants list repairs, maintenance, replacements and decoration that they have carried out, repeating the comments in their original application. They have made some deductions to rent to cover the cost of these matters which they state are not material to the market-rent question. They state that an invoice for £1,500 was approved by the Landlord on 5th October 2023.
24. The Tenants refer to historic repair issues and state that in their opinion "the property is now in an acceptable state of repair subject to some cosmetic cracking, incomplete front door moulding, a faulty/fogged kitchen window, a perished seal to a window in the master bedroom and a warped front door".
25. The Tenants state that they currently pay £2,709 per month "inclusive of all bills" and they do not accept the Landlord's proposed rent.
26. The Tenants provide details of 3 comparable properties advertised to rent in Taylor's Field Midhurst at £1,800 per month, St Margarets Way Midhurst at £2,000 per month, now marked as let, and Dodsley Lane Midhurst at £2,750 per month.
27. The Tenants state that the original rent agreed was inclusive of all bills, that it rose to £3,000 per month inclusive of all bills after 6 months and that the Landlord then agreed a rent reduction to £2,700 inclusive of all bills. They provide rent review memorandums dated 5th October 2023 and 5th April 2024 neither of which are signed by the Landlord.

28. The Landlord provided a Rent Appeal Statement which states the property was renovated in 2019 with works approved by the local building control authority. She denies that she agreed to pay the invoice of £1,500 levied by the Tenant
29. The Landlord states that the house was let inclusive of gas, electricity, water, broadband and council tax and included crockery, glassware, utensils and bed linen. The Tenants took over payment of the Council Tax from March 2023. She also details some history of the tenancy from her perspective.
30. The Landlord states that Midhurst has a unique lettings market due to its proximity to Cowdray Park Polo Club. She also explains some of the narrative of the letting as seen from her perspective and states that she has served the notice to increase the rent to only £3,000 which was the rent originally agreed for the second six months of the tenancy.
31. The Landlord continues to pay for gas, electricity, water, broadband and green bin removal although the latter two items are not part of the tenancy agreement.
32. The Landlord provides details of comparable properties including a three-bedroom two-bathroom house in Edinburgh Square which was let in September 2025 having been advertised at £2,250 per month or £3,000 per month with bills included, a three-bedroom four-bathroom house in Gilbert Hannan Close rented in September 2025 for £2,650 without bills and a four-bedroom, three-bathroom property - the Engine House - rented for £3,250 plus a service charge but with no bills included.
33. The Landlord also refers to a five-bedroom, one-bathroom house in Highfield Close Easebourne which rented for £2,500 more than a year ago. She states that this is unrenovated with an Energy Performance Rating 'E', is surrounded on three sides by busy roads and has extremely difficult parking. She also refers to a further comparable in Easebourne Street let for £1,750 per month, which is a much smaller house in unmodernised condition and with no parking. She states that parking is an important benefit in this area.
34. The Landlord provided a similar floorplan to that provided by the Tenant with room sizes which includes a living room, kitchen/dining room, rear hall with a utility area, bedroom and shower room all at ground level, 3 bedrooms and a bathroom at first floor level, and a fifth bedroom and a shower room at second floor level.
35. The Landlord also provided internal photographs taken at the start of the tenancy and a property inspection report with more than 50 supporting photographs carried out by King & Chasemore on 8th May 2025. Throughout the report the property is described as in "good" or "good overall" condition and "Some limited maintenance as highlighted in this report" is recommended and "The overall condition of the property is in well maintained condition throughout. With the décor, fixtures and fittings showing very little sign of wear".
36. Within the submissions from both parties there is detail of the Landlord/Tenant relationship which has sadly broken down. However, many of the reported

behaviours are not relevant to the assessment of a market rent on the date specified in the Notice.

The Hearing

37. A remote hearing was held on 23rd January 2026 using the Tribunal's CVP system. The system operated well and there were no technical problems.
38. Mr Desbarres spoke on behalf of the Tenants but was accompanied by Ms McGregor.
39. Mr Desbarres reiterated the points that had already been well made in the Tenants' submission. He averred that he and Ms McGregor now pay Council Tax on their own account and they are paying the Landlord £2,515 per month which includes payment for gas, electricity, water, wi-fi and green bin. He estimates these costs at £299 per month which he bases on calculations he has made using meter readings he has taken.
40. Ms O'Connell also reiterated the points that had been well made in the Landlord's submission. She avers that the monthly cost of gas, electricity, water, wi-fi and green bin costs were £435 per month for the previous 12 months, based on the bills she receives.
41. Ms O'Connell stated that she had verbally agreed to previous rent reductions having felt pressured by the Tenants into agreement, but she had not signed any memorandums to agree a new rent.

Consideration and Determination

42. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted but with an oral hearing. Having read and considered the papers with helpful photographs included and having heard from both Parties it decided that it could do so.
43. The Tribunal considered the points made by both parties in respect of comparable rents and its own expert knowledge of rents in the area. concluding that there is a particular micro market for properties near Cowdray Park Polo Club so that a significant number are let for short periods of several months during the polo season bills included.
44. The property is not let on a short-term basis, and a new rent must be determined based on an assured shorthold tenancy which has been held over to become a periodic tenancy. The rent shall include the costs of water, gas and electricity as specified in the tenancy agreement.
45. The Tribunal considered whether there was any additional rent to be paid as the property included furniture and domestic utensils, or conversely whether the fact that these items were included might lead to a lower rent being achievable, as generally tenants require unfurnished lettings. The Tribunal concluded that the fact the items were included in the property would have neither a positive nor negative effect on the rent achievable.

46. It is unfortunate that the parties have not enjoyed an easy relationship and there are considerable disagreements about what has and what has not been agreed in the past. However, the Tribunal's role in this matter is to assess a rent at 5th September 2025, this being the date specified in the Notice, and based on the terms of the Lease.
47. The Tribunal considered the list of works that the Tenants have carried out at the property during their occupation. The Tribunal determines that these works all relate to repairs and are not to be regarded as improvements to be considered in the assessment of rent.
48. The Tribunal cannot determine whether the Tenant is entitled to make any deductions from rent for the cost of repairs, but the Tribunal has not seen any documentation showing the Landlord's agreement to any such deduction.
49. The Tribunal has considered the representations made regarding the use of the various rooms within the property and determines that the accommodation comprises a hall, living room, dining/kitchen, utility area, bathroom, 2 shower rooms and 5 other rooms which can be used as bedrooms or for other purposes as a tenant finds useful. The Tribunal is cognisant that the 2nd floor room has restricted head height but from the photographs provided it was being used as a double bedroom and had a double bed within it. The Agent's report states the property is in generally good condition and the Tenants have stated that the property is now in an acceptable state of repair subject to a few minor issues. The Tribunal determines that no deduction in rent should be made to reflect condition of the property.
50. The Tribunal has heard the parties and their representations as to the current rent. The Landlord has confirmed that she may have verbally agreed to a reduced rent in the past as she felt pressured by the Tenants to do so, but has not signed any rent memorandum.
51. The Tribunal notes that the original tenancy agreement states that only gas, electricity and water are included in the rent and most importantly the Landlord may levy a further charge if any of the services cost considerably more than the previous year.
52. The rent did not nor does it include Council Tax, Wi-fi or the cost of a green bin for recycling. The Tribunal has heard the Parties' submissions as to the cost of these utilities. Given that the Landlord is the only party who can know the true cost of these from supplier's bills received, (which include standing charges and VAT), and relying on its own knowledge of costs involved the Tribunal finds that a reasonable sum for these for the past year is £435 per month. These costs will be higher in the coming year.
53. 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.
54. Having carefully considered the age, type, situation, accommodation offered and condition of the property and all other relevant factors the Tribunal determines

that a rent for the property from 5th September 2025 without any services should £2,500 per month.

55. Given the increases in energy and water costs the Tribunal determines that an additional payment of £495 per month should be made to cover only gas, water and electricity. The Tribunal reiterates that, as specified in the lease, an additional charge can be made by the Landlord if the utilities are more than in the previous year.
56. The Tribunal has not included any sums for Council Tax, Wi-fi or Recycling bin.
57. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination

58. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £2,995 per month including water, gas and electricity.
59. The Tribunal directed that the new rent of £2,995 per month should take effect from 5th September 2025, this being the date specified in the 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.