



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

**Case Reference** : **HAV/24UL/MNR/2025/0745**

**Property** : **11 Mayfield Road  
Farnborough  
Hampshire  
GU14 8RS**

**Applicant Tenant** : **Mrs J Fidler**

**Representative** : **None**

**Respondent Landlord** : **Mrs Valery Mary Evans (Deceased)  
Mr Nicholas Evans (Executor)**

**Representative** : **West Coast Property Services (UK) Ltd**

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

**Tribunal Members** : **Mr I R Perry FRICS  
Mr N I Robinson FRICS**

**Date of Inspection** : **12<sup>th</sup> February 2026**

**Date of Decision** : **12<sup>th</sup> February 2026**

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**DECISION**

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## **Summary of Decision**

1. On 12<sup>th</sup> February 2026 the Tribunal determined a market rent of £1,270 per month to take effect from 5<sup>th</sup> August 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 24<sup>th</sup> June 2025 the Landlord's representative served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200 per month, in place of the existing rent of £500 per month, to take effect from 5<sup>th</sup> August 2025. The notice complied with the legal requirements.
4. On 4<sup>th</sup> August 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal issued Directions on 28<sup>th</sup> August 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations but would first inspect the property. The parties were invited to make submissions which could include photographs or videos.
6. Both Parties submitted papers setting out their respective case. The papers were also copied to the opposing party.
7. Subsequently it was decided that the Tribunal should inspect the property which was arranged for 12<sup>th</sup> February 2026 to be followed later that day by an on-line hearing using the Tribunal CVP platform.
8. On 10<sup>th</sup> February 2026 the Tenant sent some additional documents to the Tribunal which included a Position Statement.
9. These reasons address 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 Inspection**

10. The Tribunal inspected the property at 10.30 am on Thursday 12<sup>th</sup> February 2026. The Applicant and her daughter Mrs J Dobbels were present. The Landlord nor any representative attended.
11. The property is a semi-detached house, thought by the Tenant to date from the 1950's, situated in a residential area about 3 miles northwest of the centre of Farnborough. Main walls are built of brick or block with mainly rendered elevations all beneath a pitched tiled roof.
12. There is a single storey extension to the rear, a front garden with off-road parking space and car port, and a rear garden. The rear of the car port is boarded with a personnel door to the rear and behind that is an original garage.
13. The accommodation includes an enclosed porch, hall, living room, dining room, kitchen and cloakroom with wc all at ground level. Stairs rise from the hall to a landing giving access to two double bedrooms, a single bedroom and a shower room with wc.
14. The house has a gas-fired central heating system, double glazed windows and cavity wall insulation. The Energy Performance Rating is 'D'.
15. Internally the property is well looked after by Mrs Fidler and decorations are generally good. The kitchen and bathroom fittings are dated. Externally there are numerous cracks and flaking paint to the render and the rainwater goods are in poor condition with some gutters in danger of falling.
16. The garage roof and felt roof to the rear extension need repair.
17. During the inspection the Tribunal noted the many improvements that have been completed by Mr and Mrs Fidler and was careful to record when any of the works were completed, to the extent that Mrs Fidler and Mrs Dobbels could recall. These works included refitting the main bathroom as a shower room, building wardrobes in the main front bedroom, fitting coving to and decorating ceilings, updating electrical wiring system, fitting French doors between hall and porch, refitting the kitchen, replacing the living room fireplace, installed double glazed windows and external doors throughout, boarded roof space and fitted loft ladder, installed cavity wall insulation, replaced car port roof and provided secure access to rear, provision of white goods, carpets and curtains.
18. Mrs Fidler stated that most of the works would have been done within their first few years of occupation which began in 1996. She was asked to check whether she had any firm dates which she could inform the Tribunal at the later hearing.

**Submissions**

19. The initial assured shorthold tenancy for 5 years began on 5<sup>th</sup> August 1996. The Landlord was a relative of Mrs Fidler and her late husband.
20. The Tenant provided a detailed statement in which she first questions the validity of the Notice of rent review, stating that the tenancy is a contractual periodic tenancy and that the agreement contains a rent review clause which states that the “rent to be agreed between the parties from time to time”.
21. The Tenant states that the original tenancy agreement was a family arrangement whereby she and her late husband would undertake renovations to the property and that over an extended period of time they had spent about £60,000 on substantial renovations and that they have also carried out all maintenance of the property, both inside and out. Since her late husband’s demise Mrs Fidler has continued to pay for repair and maintenance including fence repairs and a new shower unit.
22. The Tenant provided statistics of rent levels in the private sector.
23. The Landlord’s Agent submitted a Rent Appeal Statement which states that the Landlord has not carried out any improvements, that a low rent was charged historically to compensate the Tenants for taking responsibility for decoration, but the Landlord has now taken back all responsibilities for the property.
24. The Agent suggest that a market rent for the property would be in the range from £1,700 to £1,750 per month.

**The Hearing**

25. An on-line hearing was convened at 2.00pm on Thursday 12<sup>th</sup> February 2026. Mrs Fidler was supported by her daughter Mrs J Dobbels and Mrs Clark of West Coast Property Services (UK) Ltd represented the Landlord.
26. The Tribunal first discussed the submissions from the Tenant received on 10<sup>th</sup> February 2026, technically out of time. The Landlord’s Agent did not object to these documents being admitted at this late stage so the Tribunal decided that they would be admitted.
27. The Tenant reiterated the comments she had made in her Statement but, having checked for invoices, was able to confirm that the double glazing had been installed in 2008 and 2010.
28. The Landlord’s Agent restated the Landlords position and stated that the proposed rent of £1,200 per month was some way below a market rent which she had estimated to be £1,700 per month.
29. The Agent stated that the rent was now paid direct to the Landlord who would take responsibility for any future repairs.
30. In conclusion the Tenant stated that if a new rent of £1,200 was implemented this would cause her hardship and that she would be forced to move home, that

she was already on the local authority housing list, that she is in receipt of housing benefit which the local authority might increase if a higher rent is determined.

31. In answer to a question raised at the Hearing the Tribunal confirmed that the Landlord could not charge a rent higher than the figure determined by the Tribunal but was not obliged to charge the full amount of the rent determined.

### **Consideration and Determination**

32. 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.
33. The Tribunal first considered whether it has jurisdiction to determine a market rent for the property and whether the rent clause in the original agreement excludes the Tribunal.
34. The Tribunal noted that the original agreement is defined as an assured shorthold tenancy for 5 years. No new tenancy agreement was made after that date so that, at the expiry of the initial 5 years, the tenancy became an assured periodic tenancy. The Landlord's Notice was proposing a new rent under an Assured Periodic Tenancy, and the Tenant has referred this Notice to the Tribunal. The Tribunal determines that it does have jurisdiction to assess a new rent in accordance with s13 and s14 of the Act.
35. Having carefully considered the representations from the parties and associated correspondence, and using its own judgement and knowledge of rental values in Farnborough, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,650 per month
36. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal and external decoration and repair and on the basis that carpets, curtains and white goods would all be provided by the Landlord.
37. In this case the white goods, carpets and curtains are all provided by the Tenant so an adjustment to a full open market rent must be made. The property has generally been well maintained and kept in good repair by Mrs Fidler and her late husband but there are outstanding repairs that are the Landlord's responsibility, in particular the rainwater goods, garage roof and extension roof.
38. In addition, the Tribunal needs to reflect any tenants' improvements in the rental value but, as per s14(3)(a) of the Act, only if they have been completed in the last 21 years up to the date of the Notice.
39. The Notice was dated 24<sup>th</sup> June 2025, therefore any tenant's improvements completed prior to 24<sup>th</sup> June 2004 do not 'qualify' for a reduction in the rent. The Tribunal had taken considerable care to try and establish when any improvements had been made and determined that only relevant improvements

carried out since 24<sup>th</sup> June 2004 were the provision of double glazing and cavity insulation.

40. The Tenants had refitted the bathroom and kitchen more than 21 years ago so that they might now be regarded as somewhat dated. The Tribunal therefore decided that an adjustment should be made for these.
41. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Tenant's provision of carpets and curtains	£50
Dated kitchen and bathroom	£50
Tenant's provision of double glazing	£100
Gutter repair and external décor	£100
Roof repairs to garage and extension	£25
Cavity insulation	£25
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TOTAL per month	£380

### **Determination**

42. 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 £1,270 per month.
43. The Tribunal directed that the new rent of £1,270 per month should take effect from 5<sup>th</sup> August 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](mailto: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.