



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

Case Reference : **HAV/00MS/MNR/2025/0604**

Property : **448 Wimpson Lane
Southampton
Hampshire
SO16 4PU**

Applicant Tenant : **Ms J Adams**

Representative : **None**

Respondent Landlord : **Mr K Grant**

Representative : **Sequence UK Ltd**

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

Tribunal Members : **Mr I R Perry FRICS
Mr M J Ayres FRICS**

Date of Application : **30th December 2024**

Date of Decision : **29th May 2025**

DECISION

Summary of Decision

1. On 29th May 2025 the Tribunal determined a market rent of £690 per month to take effect from 31st December 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 8th November 2024 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £800 per month, in place of the existing rent of £595 per month, to take effect from 31st December 2024. The notice complied with the legal requirements.
4. On 30th December 2024 the Tenant 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 24th January 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. On 14th April 2025 a Case Management Application was made by the Landlord's Agent due to late submission of papers. On 3rd March 2025 the Tribunal agreed to the Case Management Application to allow the documents that had been submitted late but with a proviso that no further late documents would be allowed.
8. Both parties submitted papers which had been copied to the other party.
9. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 29th May 2025 based on the written representations, photographs and videos received.
10. 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 Property

11. From the information given in the papers and available on the internet, the property is a flat situated on the 3rd and 4th storeys of a 5-storey modern purpose-built block of flats about 3 miles northwest of the centre of Southampton. There is a full range of amenities within the city.
12. The accommodation is described as including a Living Room, Kitchen, 3 Bedrooms, Bathroom and separate WC. There is a small balcony but no facility for off-street parking.
13. The Energy Performance Rating for the property is 'F'.

Submissions

14. The initial tenancy began in 1987, but the latest tenancy agreement is dated 31st March 2015.
15. In her application the Tenant states that she replaced an original 1963 cast iron bath and the carpet in bedroom 3 and that curtain poles in bedrooms 1 and 2 were broken.
16. The Landlord submitted a Statement in which he states that there is no central heating or double glazing, carpets and curtains are provided by the Tenant, but the Landlord provides a cooker.
17. In his Rent Appeal Statement the Landlord states that the kitchen and bathroom could benefit from modernisation, that the boiler is "currently being installed" and a letting agent informs him that £900 per month "would be standard". The Tenant states that there is no boiler but hot water is provided by an immersion heater.
18. The Landlord also provided a Best Price Guide for a 3-bedroom flat in the area with an asking rent of £1,150 marked as Let Agreed. No evidence is provided as to the rent achieved.
19. The Tenant provided a Rent Appeal Statement in which she states that some windows are double glazed but several are 'blown', that carpets and roller blinds provided are broken, that white goods are of poor quality, that she has repainted some rooms, that she replaced the bath, and that the Landlord provided room heaters when the underfloor heating failed in 2020.
20. The Tenant continues with a list of disrepair including flaking ceilings which "may contain asbestos" within the Artex, defective coving, poor carpets, wooden

flooring with open gaps, defective entrance door, and issues with rats within the soil stack casing.

21. The Tenant continues to describe shortcomings with the electrical wiring system, inadequate hot water supply, failing tiled areas and cupboards, historic repair issues relating to waste pipe connections to the soil stack and that the local environmental health department have visited the property several times in the past.
22. The Tenant states that a new immersion cylinder was fitted by the Landlord on 20th February 2025 which has made a slight improvement to the hot water supply.
23. Recent photographs were provided to show the present condition of the property, and the Tenant provided 2 videos to demonstrate the inadequate hot water supply.
24. The Tribunal was provided with an inventory dated 30th January 2014 with photographs which appear to show the property vacant but in 'tired' condition, even 11 years ago. Within the inventory much of the accommodation is described as dirty, heavily marked, stained, discoloured with cracked and flaking paint.
25. The Tenant also provided the shower and details her view of previous behaviour by the Landlord.

Consideration and Valuation

26. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
27. 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, nor are issues relating to the behaviour of either party.
28. Having carefully considered the representations from the parties and associated correspondence, and using its own judgement and knowledge of rental values in Southampton, 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 £1,000 per month.
29. Such an open market letting would be for a tenable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord.
30. The Tribunal determines that the property is in relatively poor condition and that apart from a cooker the Tenant provides the white goods. Floorings and window coverings are either poor or provided by the Tenant, the kitchen and bathroom fittings are dated or defective, the hot water supply is inadequate,

decorations are damaged, dated or failing and there is a risk of flaking Artex which could contain asbestos.

31. The EPC is 'F' which would preclude a new letting and there are rats within the soil stack.
32. The Tribunal decided that the open market rent should be reduced by £310 per month to reflect these issues.
33. The full valuation is shown below:

Full open market rent in good condition	£1,000
Less deductions for:-	
Tenant's provision of some white goods	£20
Tenants provision of carpets and curtains	£40
Poor decorative interior including defective ceilings	£50
Gaps in flooring	£30
Rat infestation	£20
Dated kitchen and bathroom with shower and bath Provided by Tenant	£60
Inadequate hot water supply	£40
Poor Energy Performance Rating 'F'	£50

TOTAL RENT PAYABLE PER MONTH	£690

34. 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

35. 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 £690 per month.
36. The Tribunal directed that the new rent of £690 per month should take effect from 31st December 2024, 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.

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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.