



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

Case Reference : **HAV/00MR/MNR/2025/0635**

Property : **Flat 10, Hamilton House
111 Palmerston Road
Southsea
Portsmouth
Hampshire
PO5 3PS**

Applicant Tenant : **Ms N Bella**

Representative : **None**

Respondent Landlord : **Mr R Laly**

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
Mr C M Davies FRICS**

Date of Application : **19th February 2025**

Date of Decision : **20th August 2025**

DECISION

Summary of Decision

1. On 20th August 2025 the Tribunal determined a market rent of £900 per month to take effect from 28th February 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 21st January 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £950 per month, in place of the existing rent of £600 per month, to take effect from 28th February 2025. The notice complied with the legal requirements.
4. On 19th February 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. A number of procedural issues ensued and the Tribunal issued Directions on 24th July 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.
6. Both parties submitted documents which were copied to each other.
7. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 20th August 2025 based on the written representations received.
8. 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

9. From the information given in the papers and available on the internet, the property comprises a self-contained flat situated on the fourth floor of a purpose-built block with commercial units on the ground floor.
10. The building is situated on the south side of the city, close to Southsea Common.
11. A full range of commercial, educational and recreational facilities are available in the city.
12. The accommodation comprises a living room/kitchen, bedroom and bathroom. With central heating and double-glazed windows. The Energy Performance Rating is 'D'.

Submissions

13. The initial tenancy began in 2001, but the most recent tenancy agreement is dated 30th March 2018 when a rent of £600 per month was agreed, since when the rent has not been increased.
14. The Landlord maintains that in addition to paying the rent the Tenant had agreed to provide some cleaning services which he values at an additional £150 per month.
15. The Tenant maintains that, as the Landlord has refused to carry out repairs over the years, she has often maintained the property at her expense. The works include plastering and refurbishing the bathroom at a cost of more than £1,000 and restarting the boiler at a cost of £160.
16. The Tenant refers to other repair issues that have occurred in the past including E.coli in the drinking water She has also experienced leaks through the roof throughout her tenancy and refers to the poor condition of floorings.
17. From the submissions provided it is clear that the Landlord and Tenant do not enjoy an easy relationship. The Tenant refers to having been served S21 notices to quit the flat and avers that the Local Authority has moved other tenants out of the building due to non-compliance with building regulations.
18. The Tenant confirms that carpets, curtains and cooker are all supplied by the Landlord and provides the Tribunal with photographs in support of her assertions as to the general disrepair of the property.
19. The Tenant also refers to some personal circumstances, not least the recent death of her partner. Whilst sympathetic to her situation the Tribunal cannot take personal circumstances into account when assessing a new rent.
20. In his statement the Landlord states that the flat includes a fridge but does not confirm who provides it. He states that the boiler is inspected every year, and a Gas Certificate is in place.

Determination

31. 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 £900 per month.
32. The Tribunal directed that the new rent of £900 per month should take effect from 28th February 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.