

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/24UD/MNR/2026/0148
Property	Flat 9, Deakin Court, 9 Bournemouth Road, Eastleigh, Hampshire SO53 3LN
Tenant	Virginia Irene Bolton
Tenant's Representative	Casana Hand
Landlord	Seaview Approach Ltd
Landlord's Address	724 Holloway Road, London N19 3JD
Landlord's Representative	Gabriel Tangi, Oracle Real Estate Investment Group Ltd
Date of Application	14 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Gethin – Chair Mr C Davies FRICS
Date of Decision	3 July 2026
Rent Determined	£1,025.00 per calendar month
Date the new rent takes effect	18 May 2026

REASONS FOR THE DECISION

Background

1. On 16 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,300.00 per calendar month (pcm) in place of the existing rent of £750.00 pcm to take effect from 18 May 2026.
2. On 14 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 18 March 2019 for a fixed term of 6 months and thereafter continued on a periodic rolling tenancy. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

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

5. No furniture is provided. No services are included within the tenancy

Liability for Council Tax

6. The Tenant is 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.

7. As a preliminary matter, before the Tribunal could consider the rental value of the property, it decided that it must first determine whether or not it has jurisdiction, or whether Clause 4.12 of the Tenancy Agreement provides a mechanism for the rent review which would effectively mean that the Tribunal did not have jurisdiction.
8. The statutory position is that on the expiry of a shorthold tenancy, a statutory periodic tenancy arises. Where a statutory periodic tenancy arises at the end of a fixed term tenancy, a rent review clause no longer has effect (*London Districts Property Management Ltd v Goolamy* [2009] EWCH 1367 (Admin)).
9. As the initial term of the Tenancy Agreement expired on 17 September 2019, the tenancy has reverted to a statutory monthly periodic tenancy and as such the rent review mechanism no longer has effect. The Tribunal therefore determines that it does have jurisdiction to determine a market rent.

Inspection/Hearing

10. Neither party requested an oral hearing or an inspection. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Property is a ground floor flat forming part of a modern 4- storey purpose-built block known as Deakin Court, offering the following accommodation:

Bedroom;
Sitting room;
further Reception/Dining room opening from the sitting room through double doors;
Kitchen;
Bathroom;
and Hallway/Storage areas.

The Property benefits from gas central heating and double-glazed windows.

The Tribunal also notes evidence of scaffolding and ongoing external works during the relevant period.

Evidence

12. The representatives of both the Tenant and the Landlord returned the Tribunal's Reply forms, and the Tenant provided a response in reply.

The Tenant.

13. The Tenant made the following comments:
- a) the Property has not benefited from significant renovation or modernisation since 2019 and relied upon local one-bedroom comparables advertised at approximately £850 pcm;
 - b) the Tenant submits that the reception/dining room should not be treated as a conventional second bedroom;
 - c) no substantial improvements had been undertaken within the flat and that future proposed works should not influence the valuation date assessment.
14. In terms of rental evidence, the Tenant had quoted advertised prices on the property portal "Prime Location" for three properties in Winchester Road, Leigh Road and Newtown Road close to the Property with rents of £850 pcm in each case. No other evidence was provided that would allow us to reach a considered view on whether those comparables were appropriate or could be distinguished.

The Landlord

15. The landlord maintained that £1,300 pcm reflected current market conditions and referred to rental opinions purportedly obtained from local letting agents placing comparable flats at £1,300 to £1,400 pcm within the building and the surrounding area. No supporting valuation evidence or actual comparables were provided. The Landlord submitted that he had offered a gradual increase arrangement.

Determination and Valuation

16. We disregarded the Landlord's rental opinions as they were not evidenced but from the Tribunal's own expertise and general knowledge of rental values in the area, a rent of £1300 to £1,400 pcm would suggest the Landlord regards the Property as a 2-bedroom flat. We find that it is not; it is a one-bedroom with, unusually, two separate reception rooms. The Landlord's reference to a gradual increase arrangement is of no relevance in determining the market rent.
17. With regards to the Tenant's evidence, we were provided with advertised rental values for one-bedroom flats within the locality of the Property, but there are no photographs or further description of the character of the comparables that allows us to make a considered comparison. From the photographic evidence, we find that the Property is in generally good condition with a modern kitchen but a somewhat dated bathroom. With regards to rodents in the grounds of the building, we were satisfied based on the evidence provided by the Tenant that appropriate action is being taken and whilst the issue may not yet have been resolved we do not consider that a ground for making a deduction in the market rent.
18. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,050 pcm on the basis that there should be an uplift on the average for a one-bedroom flat in the area of £950 pcm to reflect the fact the Property has two generously sized reception rooms. This is the rent we would expect the property to let for in the open market if it was in the same general condition as comparable properties.
19. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) The unmodernised condition of the bathroom of the Property relative to properties in the locality based on the Tribunal's own expertise and general knowledge.

The full valuation is shown below:

Starting Rent	<u>£1,050.00</u> pcm
<u>Less</u>	
a) Items given under a) above	£25.00
	<u>£1,025.00</u>
Market rent	£1,025.00 pcm

Undue hardship

12. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.
13. The Tenant has asked the Tribunal to fix a later starting date in this case on the basis that she is elderly, vulnerable, and financially reliant on Pension Credit and Housing Benefit. The Tenant submits that it would be detrimental for her to have to leave the Property. No evidence is provided as to whether any rent increase would mean that Housing Benefit would not cover the increased amount.

14. The Landlord did not respond to the Tenant's application for postponement due to hardship.
15. As a result of our decision the rent will increase by £275.00 pcm. The date specified in the landlord's notice was 18 May 2026. No evidence in support of undue hardship was provided to the Tribunal. A move may be disruptive, but it was not clear to the Tribunal on the evidence that a move would be necessary. As we have no evidence that the rent is not covered by Housing Benefit and so is not paid directly by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date as the date in the Notice that being for the new rent as 18 May 2026.

Decision

16. Therefore, the Tribunal determines the market rent at £1,025.00 per calendar month with effect from 18 May 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.