

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00MS/MNR/2026/0117
Property	450 Romsey Road, FLAT 112 COMPASS POINT, Southampton SO16 4JG
Tenant	Adefioye Sobanjo
Tenant's Representative	n/a
Landlord	BMR Compass Ltd
Landlord's Address	Unit 8, Edge Business Centre, Humber Road, London NW2 6EW
Landlord's Representative	n/a
Date of Application	24 th April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge David Cowan – Chair Carolyn Barton MRICS
Date of Decision	10 th July 2026
Rent Determined	£950
Date the new rent takes effect	29 th April 2026

REASONS FOR THE DECISION

Background

1. On 4th March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1100 per month in place of the existing rent of £950 per month to take effect from 29th April 2026.
2. On 24th April 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 tenancy commenced on or around 30th March 2024 and, on 14th March 2025, was extended by a document headed "Supplemental Agreement" for a fixed term until 29th September 2025 for the term of one year. The rental period is monthly.

Validity Of Notice – Section 13 of the Housing Act 1988

4. In their application form, the Tenants indicated that they believed that the Landlord's notice was valid. The tenancy is now a statutory periodic tenancy so that contractual rent increase provisions do not apply: *London District Properties Management Ltd v Goolamy* [2009] EWHC 1367 (Admin).

Allocation of Repairs between Landlord and Tenant.

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

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

6. The Tenants state that no furniture is provided by the Landlord.

Liability for Council Tax

7. The Tenants are 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.

8. No other terms of the tenancy were taken into consideration in determining the rent.

Hearing

9. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the Tenants and the Landlord, and its own knowledge and specialist expertise. The Landlord did not make representations nor supply evidence.

The Property

10. The Property is a first floor flat, offering the following accommodation:

Property: one bedroom, kitchen/lounge, bathroom

The property benefits from central heating and double glazing, with a car parking space.

The Property is situated within a four storey block in a residential suburb of Southampton.

Evidence

11. The Tenants completed the relevant MR1. The Landlord did not reply.
12. The Tenant made the following comments:
 - a) Comparable properties in the same building are on the market for £950.
 - b) The tenant supplied evidence that comparable properties were being marketed between £950-975.

Determination and Valuation

13. The Tribunal considered all the information provided by the Tenant. It also noted that there are numerous properties of generally similar size and condition currently available to rent in the same block for rents between £950 and £1,100pcm.

14. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £950 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.

15. From this level of rent, the Tribunal has made no adjustments

Open-Market Rent

£950 pcm

Undue hardship

16. 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.

17. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because of his personal circumstances which he did not adumbrate in his application.

18. Given that the Tribunal has found that the open market rent is the rent currently paid by the Tenant, no question of undue hardship arises for these purposes.

Decision

19. Therefore, the Tribunal determines the market rent at £950.00 per calendar month with effect from 29th April 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 (rule 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.