

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HR/MRA/2026/0011
Property	4 Oldridge Road, Grey's Field, Chickerell, Nr Weymouth, Dorset, DT3 4FN
Tenant (Applicant)	Ms H K B Webb
Tenant's Representative	None
Landlord (Respondent)	Ms C R Whitely
Landlord's Address	33 Lorton Park, Weymouth, Dorset, DT3 5FH
Landlord's Representative	None
Date of Application	24 June 2026
Type of Application	Determination of an open-market rent, sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr J G G Wilson MRICS – Chair Ms S Johnson
Date of Decision	28 July 2026
Rent Determined	£1,160.00 per calendar month
Date of Valuation	1 September 2026
Date the new rent takes effect	1 September 2026

REASONS FOR THE DECISION

Background

1. On 22 June 2026, the landlord, Ms Caroline Whitely, served a notice under section 13(2) (as amended) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,200.00 pcm in place of the existing rent of £1,000.00 pcm to take effect from 1 September 2026.
2. On 24 June 2026, under section 14(A3) of the 1988 Act, the tenant, Ms Hannah Webb, referred the landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenant has occupied the property since 17 September 2018 under successive tenancy agreements. The current tenancy agreement commenced on 1 March 2020. The rental period is monthly.

Allocation of repairs between landlord and tenant.

4. Clause 2.32: the tenant agrees to cut the grass (if any) of the premises with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated, as at commencement of the tenancy.
5. Clause 3.3: the landlord agrees to comply with the requirements of section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act') which imposes obligations on the landlord to repair and maintain the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations for space heating and heating water. In determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.
6. Clause 3.5: the landlord agrees to take reasonable steps to ensure that the landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which she is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with the landlord's obligations under the Gas Safety (Installation and Use) Regulations 1998, the

Electrical Equipment (Safety) Regulation 1994, the Plugs and Sockets etc., (Safety) Regulations 1994.

Service charges or furniture provided by landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

7. Neither are there any services, nor furniture, provided by the landlord under the tenancy.

Liability for Council Tax

8. The tenant is responsible for the payment of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

9. None that have a material effect on the open-market rent.

Inspection/Hearing

10. The parties have requested neither an oral hearing, nor an inspection of the property. Accordingly, the Tribunal has considered this case on the basis of the papers provided by the parties, the documentary evidence, and the Tribunal's general knowledge and specialist expertise.

The Property

11. The Tribunal understands the property forms part of a courtyard of similar style properties. It is a two-storey detached building of traditional brick construction with pitched tiled roof.
12. Chickerell is to the north-west of Weymouth. The property is off the southern section of Oldridge Road, adjacent to its junction with Putton Lane.
13. In addition to the parties' outline descriptions of the property, the Tribunal has been provided with a floor plan. The accommodation provided, in outline, is as follows:

Ground floor - entrance hall/lobby, laundry/utility room with store cupboard.

First floor – reception room with kitchen area, two bedrooms and one bathroom/WC.

Outside there is an integral garage, and a small garden.

Evidence

14. The parties have completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply) forms.

The Tenant – Ms Webb

15. Ms Webb has made the following comments:
- a) There is a washing machine in the utility room. The flooring is a mixture of carpet and laminate and the property has double-glazing, albeit one of the windows has blown.
 - b) Ms Webb has carried out various items of repair: the doorbell, seized windows, seized back door, there was mould in the bathroom/WC to which she has reapplied silicon throughout, some replastering and repainting, repairs to a lifting carpet, the dishwasher, gas hobs, installed some stepping stones, and has painted a fence.
 - c) Ms Webb says she thinks the market rent should be £950 pcm and goes on to say, 'Similar sized properties with gardens and a garage are being let for between £875 - £1,150 per month. A lot of these flats are in work accessible areas therefore are at higher prices and where I am isn't in a work accessible location. Anything over £1,150 pcm is a maisonette or a house which has a lot more space or is a brand new large flat in an easily accessible area.'
 - d) Ms Webb adds that she believes the rent should be in the range of £850 - £1,050 pcm. Comparable properties in Weymouth town centre are closer to bus and train routes and walkable distance to the town for work.
 - e) There have been no renovations, improvements or fixtures to the property since Ms Webb moved in in 2018. The Tribunal has been provided with a copy of the tenancy agreement dated 17 September 2018 to confirm her occupancy from that date.
 - f) There have been no material improvements or repairs to justify an increase to £1,200 pcm.
 - g) Ms Webb has renovated the garden, with paving slabs and stones and a small patch of artificial grass. The carpets are dated.
 - h) Ms Webb has provided the Tribunal with comparable lettings particulars to support her case, briefly as follows:
 - 1) A two-bedroom flat on Netherton Road, Weymouth, DT4 at a price of £1,150 pcm with let agreed and dated May 2026.
 - 2) A two-bedroom flat on East Street, Weymouth, DT4 at a price of £950 pcm with let agreed and dated May 2026.
 - 3) A two-bedroom flat on High West Street, Weymouth, DT4, at a price of £875 pcm with let agreed and dated May 2026.

- 4) A two-bedroom flat on Carlton Road North, Weymouth, DT4, at a price of £875 pcm with let agreed and dated April 2026.
- i) Ms Webb says she needs assistance to pay the application fee and that she has already applied for help with the same.

In her MR3 in reply, Ms Webb adds:

- j) She does not dispute that a few repairs have been carried out; however these have been very limited and amount to routine maintenance, as opposed to improvements or upgrades to the property.
- k) The description of the property as either a maisonette or a coach house does not change the practical reality of the accommodation.
- l) Ms Webb does not agree the property is in a particularly desirable location. It is not in the town centre and has limited nearby amenities, transport links and convenience compared with the comparable lettings used to assess the open-market rent.
- m) Ms Whitely's valuation of £1,200 pcm appears to be based on advice from a letting agent, as opposed to independent market evidence. Ms Webb goes on to say she has provided comparable local properties which she believes reflects the open-market rent better. Ms Webb concludes to say she does not dispute that rental values can increase, but that any increase should be fair, proportionate and be supported by the property's condition and its position in the market.

The Landlord – Ms Whitely

- 16. Ms Whitely has made the following comments:
 - a) The property is a maisonette, not a flat.
 - b) Ms Whitely does not agree with Ms Webb's descriptions in her application and provides details separately. Ms Whitely does not agree with the rent proposed by Ms Webb and says she wants to charge the rent proposed in her notice.
 - c) With respect to hardship, Ms Whitely says she has no evidence on which she would like the Tribunal to take account of, and she goes on to say Ms Webb has not requested an order to be made requiring her to reimburse for all (or part) of the application fee.
 - d) Ms Whitely says she uses a letting agency to source tenants and for consultancy purposes who have advised her that this detached, two-bedroom, one bathroom property with a garden, garage and utility room is worth £1,200 pcm.
 - e) Ms Whitely says the property was built in 2015 and to a high standard. It is in a desirable location away from the main road and safe for children to play in the courtyard.

- f) Ms Whitely concludes to say she has sent workmen to the property to fix: the guttering, a problem with a window, has had the dishwasher replaced, a bathroom sink, and sent someone to look at the front door.

Determination and Valuation

17. The Tribunal has read all the contents of the bundle (the papers), but it limits its discussion and considerations to those points relevant to reach its determination.
18. Ms Webb has provided the Tribunal with comparable lettings evidence to support her opinion of the open-market rent of £950 pcm. Ms Webb adds that comparable properties to let are in the range of £850 pcm to £1,050 pcm. Anything over £1,150 pcm is either a maisonette or a house.
19. Ms Whitely says the property is a maisonette, not a flat. Ms Whitely goes on to say the letting agency she uses to source tenants and for consultancy services have advised her the property is worth £1,200 pcm. Ms Webb is critical of Ms Whitely's submissions on the open-market rent in that it lacks market evidence.
20. From the floor plan provided and the parties' descriptions, the Tribunal finds that the property is a maisonette.
21. The Tribunal notes all the comparable lettings properties provided by Ms Webb are in the DT4 postcode. Of those provided the Tribunal has derived most assistance from that on Netherton Road at £1,150 pcm and has attributed weight to this. However, relying on its own expert knowledge of rental values in the area, the Tribunal has concluded the Netherton Road comparable is inferior to the property and considers that the market rent of the subject, modernised and in good working order, would be in the order of £1,200 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, including having white goods and curtains provided by the landlord.
22. Ms Whitely has confirmed the property was built in 2015 and that she has lived in it. Ms Webb has confirmed she has lived at the property since 2018 and that over the duration neither improvements nor upgrades have taken place. For a relatively new property, circa 10 years since development, the Tribunal would expect it to be in good condition, with modern kitchen and bathroom equipment. There is no evidence before the Tribunal that this is not the case, save the items outlined in paragraphs 15(b) and 15(g) above. Nevertheless, the Tribunal would expect, with the passage of time, the property to show signs of general wear and tear, typically the Tribunal understands a carpet is dated.

23. The Tribunal is unable to make an adjustment to its market rent to reflect any day-to-day ongoing maintenance carried out by the tenant at her own expense, which would in the normal course of events be the responsibility of the landlord. Correspondingly, the Tribunal will not make an adjustment to its market rent for any on-going day-to-day maintenance and works which are the responsibility of the landlord in any event, typically the replacement of a dishwasher.
24. The tenant states that she installed stepping stones, stones and artificial grass in the garden. The Tribunal considers these works have enhanced the amenity value of the garden beyond the tenant's repairing obligations and constitute improvements.
25. The Tribunal has determined to make adjustments to its market rent in relation to the following:
 - a) Wear and tear at the property with the passage of time, and
 - b) The works of improvement carried out by the tenant to the garden.
26. The Tribunal's valuation is as follows:

Starting Rent	£1,200 pcm
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Less

- | | |
|----------------------------------|----------------|
| a) Wear and tear - £25 pcm | |
| b) Garden improvements - £15 pcm | <u>£40 pcm</u> |

Open-market rent	£1,160 pcm
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Undue Hardship

27. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
28. Ms Webb has said the rent increase will cause her hardship. Ms Webb has provided the Tribunal with outline details of her monthly income and says that she would be unable to afford a rent of £1,200 pcm where there are no bills included.
29. Ms Whitely has said she has no evidence on which she would like the Tribunal to take account of on hardship.

30. As a result of our decision the rent will increase by £160.00 per month. On the basis of the evidence supplied by Ms Webb, the Tribunal considers that for the increase to take effect from the date which is the beginning of the first new period of the tenancy would not cause her undue hardship and accordingly sets the starting date for the new rent as 1 September 2026.

Decision

31. Therefore, the Tribunal determines the new rent amount at £1,160.00p (One Thousand One Hundred and Sixty Pounds) per calendar month with effect from 1 September 2026.

Reimbursement of Fees

32. In her application, Ms Webb has said she needs help with paying the fee and goes on to confirm she has already applied for help with the same and gives the reference number: HWF-AoQ-o6U. However, Ms Webb has not requested that the Tribunal make an Order that the landlord should reimburse her application fee of £47.00p.
33. Ms Whitely says in her MR2, section 2.9, the tenant has not requested an Order to be made requiring her to reimburse the tenant for all (or part) of the application fee paid. The Tribunal notes that, whilst the tenant stated in her application that she required assistance with payment of the application fee and provided a Help with Fees reference number, she did not request an order requiring the landlord to reimburse the application fee. In those circumstances, the Tribunal makes no order in relation to reimbursement of fees.

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.