



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV_00MS_MNR_2026_0089
Property	:	Flat 5 West Court, Southampton, SO19 9PT
Tenant	:	Hermione Compton
Tenant's Representative	:	
Landlord	:	Andrew Thomas Cook
Landlord's Address	:	345 - 347 SHIRLEY ROAD, Southampton, SO15 3JD
Landlord's Representative	:	Bethanie Brindley, Enfields
Type of Application	:	Section 13 Housing Act 1988 – determination of market rent
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Mr C Davies FRICS
Date of Decision	:	31 July 2026
Rent Determined	:	£730 pcm
Date the new rent takes effect	:	29 March 2026

REASONS FOR THE DECISION

Background

1. On 29 January 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £765 pcm in place of the existing rent of £660 pcm to take effect from 29 March 2026.

2. On 25 March 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 Tenant's referral was received by the Tribunal on 25 March 2026.
4. The assured shorthold tenancy ended on 28 September 2025. The rental period was monthly. The tenancy has continued as a rolling periodic tenancy from 29 September 2025 with the rent payable monthly.

The Law - Jurisdiction

5. The Tribunal directs itself that:
 - a. The Landlord may serve a notice on the tenant in the prescribed form proposing a new rent. Section 13(2), Housing Act 1988.
 - b. The proposed new rent must start at the beginning of a period of the tenancy. Section 13(2), Housing Act 1988.
 - c. The new rent is to take effect not earlier than the minimum period after the date of service of the notice. section 13(2)(a), Housing Act 1988.
 - d. The starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started, **unless** that would result in an increase date falling one week or more before the anniversary of the date in paragraph 3 of the notice, in which case the starting date must not be earlier than 53 weeks from the date on which the rent was last increased. Section 13(2)(b), Housing Act 1988.
 - e. The minimum period is six months in the case of a yearly tenancy; one month in the case of a tenancy where the period is less than a month; and in any other case, a period equal to the period of the tenancy: section 13(3), Housing Act 1988.
 - f. A notice must be in the prescribed form or a form substantially to the same effect, such that it serves its statutory purpose, notwithstanding any errors or omissions: Ravenseft Properties Ltd v Hall [2001] EWCA Civ 2034; [2002] HLR 33.
 - g. The question for the Tribunal is whether, read in its context, the notice was sufficiently clear to leave a reasonable recipient in no reasonable doubt as to its terms: Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd [1997] AC 749.

- h. In Atesheva v Halifax Management Ltd the Upper Tribunal [2024] UKUT 314 (LC) [2024] 10 WLUK 121 stated that any court or tribunal is entitled to satisfy itself that it has jurisdiction in a matter brought before it. The FTT may therefore decide for itself whether a notice is valid and whether it has jurisdiction to determine a rent; and its decision may be the subject of an appeal to this Tribunal. But a decision by the FTT (or by this Tribunal) that the FTT does or does not have jurisdiction will not bind the parties and the same question could be raised again in the County Court.

The Law – Valuation

6. Section 14 of the 1988 Act sets out the valuation principles to be adopted by the Tribunal when determining the rent.

14 – (1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a FTT 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 considers 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.*

Allocation of Repairs between Landlord and Tenant.

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

Service Charges or furniture provided by Landlord (other than carpets, curtains, and white goods specified below) and the costs relating to them

8. There are no service charges payable by the Tenant.
9. The following furniture is included:
- a. Washing machine
 - b. Oven
 - c. Sofa
 - d. Table

Liability for Council Tax

10. 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

11. There were no other terms in the tenancy agreement relevant to market rent determination.

Inspection/Hearing

12. There was no inspection. The Tenant requested an inspection. The Landlord did not. On 26 June 2026 the Tribunal determined that there would be no inspection.
13. Neither party requested an oral hearing.

14. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

The Property

15. The Property is a second-floor flat with a garden (listed in other facilities). It has 1 x bedroom, 1 x bathroom a living room/kitchen. The property has electric heating, double-glazed windows and a wood floor. The flat is within a purpose-built block of 3 storeys on a main road with double yellow lines. In the inspection report, only a balcony was inspected.

Evidence

16. The Tribunal has considered the documents provided by the parties and their written submissions.

The Tenant

17. The Tenant made the following comments in her MR1 form; the Tenant did not send in a reply form.
- a. The notice was legally valid.
 - b. The property has major wear and tear issues.
 - c. There is condensation and mould.
 - d. There are several blown windows.
 - e. A rent increase was proposed in 2025; the tenant would not agree until the remedial work was completed.
 - f. The 2026 rent increase is greater than the 2025 increase and the remedial work had not been done.
18. The tenant provided photographs showing blown windows and mould.
19. In terms of rental evidence, the Tenant proposed a rent of £700 pcm. There were no comparables provided by the Tenant.

The Landlord

20. The Landlord made the following comments
- a. The Landlord did not agree with the Tenant's comments.

- b. Maintenance issues raised by the Tenant had been investigated and steps taken, including obtaining contractor reports and approval of repair/replacement windows.
 - c. The increased rent of £765 reflected market rent.
21. The Landlord attached an inspection and schedule of condition dated 08 October 2025 and 08 May 2026 – both had photos attached.

- a. The 08 October 2025 inspection recorded:

Overall the property is well maintained and kept with no maintenance issues observed.

- b. The 08 May 2026 inspection recorded:

Reception room

Presented clean and tidy, Issues with the windows (sic). All have blown and very misty. - Mould being caused to the tenants curtains and mold (sic) seen to the ceiling. Doesn't appear to be caused by tenant lifestyle. (sic)

Kitchen

Repair or replacement of kitchen units, Replacement of the window and replacement of the spotlight. - Cables have been chewed. - Advised to complete this once the block management issue is sorted.

Inspection Overview

At the time of the mid-term inspection, the property was found to be generally maintained; however, a number of maintenance and repair issues were identified that require further attention and remedial works.

Several windows throughout the property have blown panes and will **require replacement to restore their condition and thermal efficiency**. Continued attention is also required in relation to the mould issues noted within the property, with ongoing monitoring and appropriate treatment recommended where necessary.

From the findings during the inspection, there appears to be a potential leak originating from the main building roof, which may be contributing to dampness and mould affecting areas within the flat.

Further investigation is recommended to establish the source and extent of the issue and to prevent further deterioration.

The wooden bedroom door is in poor condition, having previously been repaired and now dropped; replacement is recommended. In addition, the lounge windowsill requires re-securing, and the spotlight casing within the bathroom is damaged and should be replaced.

22. The following comparables were provided by the Landlord:

Property	Description	Advertised Rent
Hulton Close, Southampton, Hampshire, SO19	1 bed 1 bath Floor unknown Modern block	£925
Holly House, 83-85 Obelisk Road, Woolston, SOUTHAMPTON, SO19	1 bed 1 bath Floor unknown Image unclear	£750
Swift Road, Woolston	1 bed 1 bath 2 story Ground floor Period conversion double fronted detached property well presented Off road parking Shared communal gardens and washing line	£875
Weston Lane, Weston, Southampton, Hampshire, SO19	1 bed 1 bath 3 story block First floor Garage and communal parking	£925
Flat K Araby Court Lawrence Grove, Southampton	1 bed 1 bath	£950

	3 story block Floor unknown	
St. Annes Road, Southampton, SO19 9FF	1 bed 1 bath Floor unknown Off road parking	£850
Hulton Close, Waterside Park	1 bed 1 bath 3 story block Second floor Fitted wardrobe allocated parking Balcony	£850

23. The Tribunal noted the relevant features and condition of the Property
- a. Flat and garden – there was no evidence that the Property had a garage.
 - b. Several windows were blown and preventing the occupant from being able to see outside.
 - c. There were several areas with mould, and the mould had damaged the occupant's curtains.
 - d. The condition of the kitchen.
 - e. There was a potential leak from the main roof.
 - f. There had been a significant deterioration in the property between the 2025 and 2026 reports.

Determination and Valuation

24. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord. The Tribunal considers that the market rent of the property, had it been in good repair and condition, would have been £875 pcm. 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 the comparable properties, including having the furniture provided by the Landlord.

25. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a. Issues with the condition of the Property which reduce its value, including the poor state of the kitchen, the blown windows, the mould, the roof leak, and the bathroom light.
26. The full valuation is shown below:

Starting Rent	£ 875 pcm
Less	
a) Items given under a) above	£145
Subtotal	£145
Market rent	£730

Undue hardship

27. 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.
28. The tenant gave the following details:
- The rent would be going up by an increase of £105 a month, making it even more difficult to afford daily life. My mental health would be severely affected due to stress of living.*

29. The Landlord did not provide any comment or evidence.
30. In light of the lack of financial breakdown, the Tribunal cannot make a finding of financial hardship.

Decision

31. Therefore, the Tribunal determines the market rent payable for the subject property at £730 per calendar month with effect from 29 March 2026.

Name: Tribunal Judge Bowden

Date: 31 July 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.