

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HY/MRA/2026/0016
Property	21 The Brambles, Salisbury SP1 3EY
Tenant	Natasha King
Tenant's Representative	n/a
Landlord	Christina Mason
Landlord's Address	11 Bundy Lane, Bishopdown, Salisbury SP1 8PE
Landlord's Representative	n/a
Date of Application	29th June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge David Cowan – Chair Michael Ayres FRICS
Date of Decision	5th August 2026
Rent Determined	£875
Date the new rent takes effect	1st September 2026

REASONS FOR THE DECISION

Background

1. On 30th May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £875 per month in place of the existing rent of £625 per month to take effect from 1st August 2026.
2. On 29th June 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 16th May 1999 for a fixed term until 16th November 1999. The rental period is monthly.

Validity Of Notice – Section 13 of the Housing Act 1988

4. In their application form, the Tenant indicated that they believed that the Landlord's notice was not valid because it proposed a 40% increase in rent.
5. The Tribunal determines that the Tenant's reason for challenging the validity of the notice is not a relevant reason in law.

Allocation of Repairs between Landlord and Tenant.

6. 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.

7. The Tenant states that no furniture is provided by the Landlord.

Liability for Council Tax

8. 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.

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

Hearing

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

The Property

11. The Property is a second floor flat, offering the following accommodation:

Property: two bedrooms, lounge, kitchen, bathroom

The property has central heating and double glazing.

The Property is situated in a purpose built block.

Evidence

12. The Tenant made the following comments:
 - a) The Tenant states that they think the market rent of the property is £625 because of the lack of maintenance by the Landlord for the 27 years of the tenancy.
 - b) In support of the application, the Tenant provided photographs of the subject property.
13. The Landlord responded:
 - a) She has carried out all necessary works to the property, including upgrading the bathroom, replacing the boiler, front door and side windows, and the cooker.
 - b) The proposed rent is £200 pcm below rents charged locally. The Landlord had always tried to keep the rent low, and set the rent increase below the market level because of the Tenant's situation.
 - c) The rent has only been increased three times in 27 years.
 - d) The condition of the ceiling, windows and walls has been caused by the Tenant smoking in the flat.
 - e) The Landlord provided comparables, of two bedroom properties from £1,100-1050, and of one bedroom properties where the advertised rents were between £875-925.
14. The Tenant replied

- a) Only the sink and toilet were replaced in the bathroom.
 - b) A new boiler had only been supplied following successive repairs to the previous boiler.
 - c) The front door was replaced following a Council requirement.
 - d) The side windows were replaced by the Council.
 - e) The council replaced the roof but the Landlord failed to maintain the guttering causing a damp patch in the kitchen window.
 - f) The Landlord replaced the faulty cooker but ripped the Tenant's lino.
 - g) The Tenant has decorated the property three times.
 - h) Three further photographs were supplied.
15. The Landlord replied by email
- a) The walls in the bathroom were also re-tiled and the shower replaced.
 - b) The front door and two sidelights were replaced as instructed by the Council.
 - c) The Landlord had agreed to replace the lino but the Tenant had replaced it herself.
 - d) The guttering had been the responsibility of the Council, which had done the maintenance on her request.

Determination and Valuation

16. The Tribunal considered all the information provided by the parties. Although the Tenant's MR3 was provided late, the Landlord has been able to respond to the points raised. No party is prejudiced by the Tribunal taking these documents into account in its determination.
17. In its consideration, the Tribunal took into account that over the course of the lengthy tenancy, the Landlord had conducted maintenance and repairs. The photographs provided by the Tenant indicated that the interior of the property was tired and, for example, the lounge ceiling wallpaper was peeling in a number of places.
18. The Tribunal considered the comparables provided by the Landlord. It regarded the property in Eyres Way as being the closest to the subject property, but noted that it included an allocated parking space and was in a different area.
19. 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 £1,000 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.

20. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) The interior of the property

The full valuation is shown below:

Starting Rent	<u>£1,000 pcm</u>
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Less

a) Items given under a) above	£100
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Open-Market Rent

£900 pcm

21. The Tribunal noted that, by section 14ZB(5), Housing Act 1988, the new rent amount is the open market rent, if lower than the proposed rent, and otherwise, the proposed rent.
22. In this case, the Tribunal has set the open market rent above the proposed rent. Accordingly, the proposed rent is the new rent.

Undue hardship

23. 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.
24. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says she will be caused undue hardship because she has been made redundant and can no longer afford to pay her rent. The Tenant provided evidence of the redundancy notice.
25. The Landlord did not respond in terms to the Tenant's assertion, re-stating the case regarding the Tenant's smoking in the property and decorating it.
26. Although the Tribunal empathises with the Tenant's position, the Tribunal does not find undue hardship. The Tenant has not supplied evidence of their financial position and it may be that other income sources will be available to the Tenant, such as through social security.

Decision

27. Therefore, the Tribunal determines the rent at £875.00 per calendar month with effect from 1st September 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.