



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

|                              |   |                                                           |
|------------------------------|---|-----------------------------------------------------------|
| <b>Case reference</b>        | : | HAV/00HY/F77/2026/0010                                    |
| <b>Property</b>              | : | 35 St Andrew's Road, Salisbury,<br>Wiltshire, SP2 9NT     |
| <b>Applicant landlords</b>   | : | Ms C Brocklehurst and Mr A Thomson                        |
| <b>Representative</b>        | : | Mr L Russell, Northwood                                   |
| <b>Respondent tenants</b>    | : | Mr R Marriott and Mrs S Marriott                          |
| <b>Representative</b>        | : | None                                                      |
| <b>Type of application</b>   | : | Determination of a Fair Rent<br>Section 70, Rent Act 1977 |
| <b>Tribunal members</b>      | : | Mr J G G Wilson MRICS<br>Mr S J Hodges FRICS              |
| <b>Date of consideration</b> | : | 6 July 2026                                               |
| <b>Date of decision</b>      | : | 6 July 2026                                               |

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**DECISION**

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## **Decision of the Tribunal**

**On 6 July 2026 the Tribunal determined a Fair Rent of £750.50p (Seven Hundred and Fifty Pounds and Fifty Pence) per Calendar Month to take effect from 6 July 2026.**

## **Background**

1. On 2 March 2026 Mr Luke Russell of Northwood on behalf of the landlords submitted the application for re-registration of Fair Rent ('RR1') to the Rent Officer to register a fair rent of £850 per Calendar Month for 35 St Andrew's Road, Salisbury, Wiltshire, SP2 9NT ('the property').
2. At paragraph 8 of the RR1 it is confirmed there are no services provided under the tenancy. Similarly, in paragraph 10 it is confirmed there is no furniture provided.
3. This was an application to re-register the fair rent from its previous registration of rent for the property by the Rent Officer of £661.50p per Calendar Month, effective from 21 March 2024.
4. At paragraph 12 of the RR1, the rent now is stated as £661.50p per Month.
5. A new rent of £738.50p per Calendar Month was registered by the Rent Officer, effective from 1 April 2026. The amounts for (d) Amount for fuel charges (excluding heating and lighting of common parts) not counting for rent allowance and for (e) Noted amount attributable to services are both blank.
6. In a letter dated 18 April 2026 to The Valuation Office Agency ('the VOA') Mr and Mrs Marriott submitted their objection to the new rent registered and the matter was referred to the First-Tier Tribunal Property Chamber (Residential Property), formerly a Rent Assessment Committee.
7. The Tribunal issued Directions ('the Directions') dated 8 May 2026, with their respective covering letters to the parties (also dated 8 May 2026), which include instructions as to 'What you must do now.'
8. The Tribunal does not consider it necessary and proportionate in cases of this nature neither to undertake an inspection, nor to hold a Tribunal hearing unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
9. The Tribunal in its Directions informed the parties that, unless either party objected, the Tribunal intended to determine the rent on the papers (written representations), paragraph 5.
10. Similarly, the parties were informed the Tribunal will not inspect the property but will seek to view it on the internet; and goes on to say if it considers it necessary, it may carry out an external inspection, paragraph 6.
11. The parties were directed to complete and return their Fair Rent Appeal

Statement ('Statement') to form their statement of case, within specific time limits, paragraphs 8 – 12 inclusive. The Statement provides for photographs to be attached, to assist the Tribunal to understand the case and to help the party to present the issues.

12. Neither party has submitted a Statement to follow the Directions. The Tribunal has reviewed the correspondence to the parties and is satisfied the Directions with their enclosures have been served on the parties and that the Directions given are reasonable, workable and effective. The enclosures include the 'Fair Rent Appeal Statement' template, the Statement on Tribunal Rules and Procedure ('the 2013 Rules'), and the Guidance on PDF bundles dated August 2020.
13. The overriding objective of the Tribunal's Rules is to deal with cases fairly and justly (rule 3). The parties are obliged to help the Tribunal to further the overriding objective and to co-operate with the Tribunal generally (rule 3(4)(a) and rule 3(4)(b)).
14. Rule 3(2) says for the Tribunal to deal with a case fairly and justly is, inter alia, (a) to deal with the case proportionately, (b) to seek to be flexible in the proceedings, (c) to ensure the parties are able to participate fully in the proceedings, (d) to use the special expertise of the Tribunal effectively, and (e) to avoid delay, so far as compatible with proper consideration of the issues.
15. The Tribunal has reviewed all the documents in the bundle and notwithstanding the parties having not given Statements, taking into consideration its overriding objective, has concluded it is able to determine the rent.
16. Having concluded it is able to determine the rent, it is necessary for the Tribunal to set out in detail the information in the papers to give its reasoned decision.

### **The Property**

17. 35 St Andrew's Road is a late Victorian/Edwardian terrace house of traditional brick construction with a pitched tiled roof. It is described in the Rent Register as a terraced house, circa 1800-1918, with full central heating, and accommodation to comprise, ground floor – two rooms, one kitchen and one bathroom/WC, first floor – three rooms, and outside – garden.
18. St Andrew's Road is situated in the western area of Salisbury, to the north of the river Nadder and to the south of the A36, Wilton Road.
19. Whereas the Tribunal has neither been provided with any photographs of the property, nor carried out an inspection, it has viewed the same on the internet, in accordance with paragraph 6 of its Directions.

### **The Tenancy Agreement**

20. The Tribunal has not been provided with a copy of the tenancy agreement, although from the RR1 it is understood to have commenced in July 1984. In their letter to the VOA dated 18 April 2026, Mr and Mrs

Marriott say they have been the tenants at the property for 42 years.

21. The tenants are responsible for the payment of Council Tax and Water Rates. Section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act') applies. The tenant is responsible for internal decorations. The landlord is responsible for repairs and external decorations. Neither furniture nor any services are provided under the tenancy.

### **The Papers**

22. The Tribunal has considered the case *de novo* (from anew) and has limited its considerations to reach its decision to those points in the papers relevant to the determination of the fair rent.
23. In addition to the RR1 submitted by Mr Russell for the landlord, Mr and Mrs Marriott have provided the Tribunal with further information in their letter to the VOA dated 18 April 2026.
24. The papers include the Rent Registers dated 1 April 2026 and 21 March 2024.
25. The Tribunal has also been provided with screenshots from the property file held by the Rent Service of the following: (1) a schedule of market rents of properties comprising five rooms in the SP2 postcode, with dates from April 2025 to March 2026, (2) the Rent Officer's determination, albeit the Tribunal understands such is the nature of the screenshot, the information provided is incomplete, (3) the Rent Officer's record of the services provided, (4) the property details, and (5) the Rent Officer's record of the tenancy/remarks, albeit similarly with (2) the Tribunal understands the information provided is incomplete.

### Mr and Mrs Marriott's letter to the VOA dated 18 April 2026

26. The tenants say they have lived in the property for 42 years. During that time nothing at the property has been updated save the improvements and DIY that they have carried out.

### The Rent Registers

27. The Rent Registers include, in outline, details of: the premises, the parties, the tenancy agreement, responsibility for the payment of Council Tax and other Rates, the parties repairing responsibilities and obligations to include the application of section 11 of the Landlord and Tenant Act 1985, any services provided, any furniture provided, the previous registration of fair rent, any amount(s) attributable to fuel charges and services, the rent registered, the date it was registered on, its corresponding effective date, and (if applicable) the uncapped rent.

### The screenshots from the Rent Service's property file

28. Schedule of market rents: the schedule comprises 28 (twenty-eight) entries dated from April 2025 to March 2026, all in the SP2 postcode, of properties with five rooms. The market rents range from £750 per month to £3,000 per month. No further information on each of the properties is given.

29. The Rent Officer's determination: the decision and effective dates are 1 April 2026, the market rent is £1,100 per Calendar Month, to which adjustments have been made. The adjustments to the market rent listed in the screenshot are for: tenant liable for internal decoration, no white goods, no floor coverings/curtains, and an unmodernised kitchen [sic]. From the screenshot, the Tribunal understands there are probably other factors for which the Rent Officer has made adjustment to the market rent for, it is just that they are not visible.
30. The total value of the adjustments is £320 per Calendar Month. £1,100 per Calendar Month minus £320 per Calendar Month to equal an adjusted market rent of £780 per Calendar Month. Thereafter the Rent Officer has made a deduction of £38.50p per Calendar Month (an equivalent of 4.94%) for scarcity. £780 per Calendar Month minus £38.50p per Calendar Month to equal an uncapped fair rent of £741.50p per Calendar Month.
31. The Rent Officer's calculation of the maximum fair rent is £738.50p per Calendar Month. Which in turn is the Rent registered effective from 1 April 2026, as the uncapped rent is greater than this.
32. Services provided by the landlord: there are none.
33. Property details: the Tribunal has outlined these in paragraphs 17, 18 and 19 above. In addition, the Tribunal notes under 'Interior condition' and 'Exterior condition', both are listed as 'satisfactory.'
34. Tenancy remarks: the Tribunal has outlined the relevant provisions in paragraphs 20 and 21 above.

## **The Law**

When determining a fair rent, the Tribunal, in accordance with the Rent Act 1977 ('the Act'), section 70, had regard to all the circumstances including the age, location and state of repair of the property. It also disregarded the effect of (a) any relevant tenant's improvements and (b) the effect of any disrepair or any other defect attributable to the tenant or any predecessor in title under the regulated tenancy, on the rental value of the property.

In *Spath Holme Ltd v Chairman of the Greater Manchester & Lancashire Rent Assessment Committee* (1995) 28 HLR 107 and *Curtis v London Rent Assessment Committee* [1999] QB 92 the Court of Appeal emphasised:

- (a) that ordinarily a fair rent is the market rent for the property discounted for 'scarcity' (i.e. that element, if any, of the market rent, that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms - other than as to rent - to that of the regulated tenancy) and
- (b) that for the purposes of determining the market rent, assured tenancy (market) rents are usually appropriate comparable lettings. (These rents may have to be adjusted where necessary to reflect any relevant differences between those comparable lettings and the

subject property).

35. Section 72A - Amounts attributable to services: In order to assist authorities to give effect to the housing benefit scheme under Part VII of the Social Security Contributions and Benefits Act 1992 or to assist the Secretary of State in the administration of universal credit, where a rent is registered, there shall be noted on the register the amount (if any) of the registered rent which, in the opinion of the rent officer or appropriate tribunal, is fairly attributable to the provision of services, except any amount which is negligible in the opinion of the officer or, as the case may be, the tribunal.
36. The Tribunal is also to have regard to the Rent Acts (Maximum Fair Rent) Order 1999 ('the Order'), where applicable. Most objections and determinations of registered rents are now subject to the Order, which limits the amount of rent that can be charged by linking increases to the Retail Price Index ('RPI'). It is the duty of the Property Tribunal to arrive at a fair rent under section 70 of the Act, but in addition to calculate the maximum fair rent which can be registered according to the rules of the Order.
37. If that maximum rent is below the fair rent calculated as above, then that (maximum) sum must be registered as the fair rent for the subject property.
38. Section 2(7) of the Order is as follows, 'This article does not apply in respect of a dwelling-house if because of a change in the condition of the dwelling-house or the common parts as a result of repairs or improvements (including the replacement of any fixture or fitting) carried out by the landlord or a superior landlord, the rent that is determined in response to an application for registration of a new rent under Part IV exceeds by at least 15% the previous rent registered or confirmed.' The Tribunal expands on this later.
39. The tenancy is a statutory (protected) periodic tenancy and as such (not being for a fixed tenancy of 7 years or more) is subject to section 11 of the Landlord and Tenant Act 1985, which sets out the landlord's statutory repairing obligations; the tenant is responsible for internal decorations.

### **Considerations and Valuation**

40. As outlined in paragraphs 11 to 14 inclusive and its conclusion in paragraph 15, the Tribunal considered it felt able to decide this case reasonably and fairly based on the papers submitted only, with neither party having given a Statement, and neither having carried out an inspection of the property, nor an oral hearing.
41. In the first instance the Tribunal determined the market rent per calendar month which the landlords could reasonably expect to receive on the valuation date, 6 July 2026, on the assumptions the property was in good condition, with carpets (flooring coverings), curtains and white goods provided by the landlord.
42. The Tribunal has outlined the screenshots of the information provided

from the Rent Service's file for the property. This includes the schedule of market rents and the subsequent determination, in which the Rent Officer has valued the market rent at £1,100 per Calendar Month.

43. Taking the above into consideration and of its own general knowledge of market rents in the area, at the valuation date, the Tribunal determined the market rent of the property to be £1,175 per calendar month, before any adjustment(s) which it deemed appropriate to be applied. The market rent reflects the fact that the bathroom/WC is on the ground floor, as opposed to the first floor. The first floor is the floor on which the bathroom/WC is situated for properties comparable to the subject and is the preferred floor for prospective tenants in the residential lettings' market.
44. From the RR1 dated 2 March 2026, the screenshots from the Rent Service's file for the property, the information given by the tenants in their letter to the VOA dated 18 April 2026, and the Tribunal's view of the property on the internet, the Tribunal has determined adjustments are required to be applied to the market rent to reflect: (1) no carpets (floor coverings) and curtains, (2) the tenants' provision of the White Goods, (3) the tenants' internal decorations' obligation, (4) the unmodernised kitchen, and (5) the unmodernised bathroom/WC.
45. Of the five adjustments listed, four are listed in the screenshot from the Rent Service. The fifth, that for the unmodernised bathroom/WC, the Tribunal has determined it is reasonable to deduce from the Rent Officer's adjustment for the unmodernised kitchen, coupled with what the tenants have said with respect to having been no works carried out to update the property during their 42 years in occupation, save what they have carried out themselves. Accordingly, the Tribunal has determined the bathroom/WC to be in a similar unmodernised condition.
46. The Tribunal concluded a deduction in aggregate of £400 per calendar month be applied to the market rent, made up of as follows:

|                                           |             |
|-------------------------------------------|-------------|
| No Carpets (floor coverings) and Curtains | £60         |
| White Goods                               | £25         |
| Internal decorations' obligation          | £40         |
| An unmodernised kitchen                   | £150        |
| An unmodernised bathroom/WC               | <u>£125</u> |
| £ Per Calendar Month                      | £400        |

47. £1,175 per calendar month minus £400 per calendar month to equal £775 per calendar month.
48. Turning to the question of scarcity, that is whether demand for such properties exceeds the supply, the Rent Officer has made a deduction from its adjusted market rent of £38.50p per Calendar Month (to equal 4.94% thereof, in effect, 5%) for the same. With its general knowledge of the lettings market in the area, the Tribunal has concluded there is no adjustment required for scarcity in this registration of fair rent. Accordingly, the uncapped fair rent is £775.00p per Calendar Month.

49. The Tribunal now addresses the question as to whether the Order (the capping legislation) applies per se. There is no evidence before the Tribunal to the contrary, therefore the Tribunal is obliged to find the Order does apply.
50. Following what the Tribunal says above, it is required to calculate the maximum fair rent prescribed by the Order in which the sum attributable to services is 'nil'. The Tribunal has calculated the maximum fair rent prescribed by the Order to equal £750.50p (Seven Hundred and Fifty Pounds and Fifty Pence) per Calendar Month, when rounded up to the nearest 50 (Fifty) pence.

### **Decision**

51. Accordingly, the Tribunal determined the Fair Rent of the property to be re-registered at **£750.50p (Seven Hundred and Fifty Pounds and Fifty Pence) per Calendar Month, to take effect from 6 July 2026.**
52. The capping provisions of the Rent Acts (Maximum Fair Rent) Order 1999 do apply because the rent determined at paragraph 48 above is greater than that prescribed by the Order.

### **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making a written application by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 days' time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 days' time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal and state the result the party making the application is seeking.