

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00MS/MNR/2025/0819
Property	46C Radcliffe Road, Northam, Southampton, Hampshire, SO14 0PN
Tenant	Mr M T Palmer
Tenant's Representative	None
Landlord	Ahmed Shah Moied Trust
Landlord's Address	C/o Tenant Link, 19 London Road, Southampton, Hampshire, SO15 2AE
Landlord's Representatives	Ms R Solanki and Ms J Gosden
Date of Application	10 December 2025
Type of Application	Determination of a Market Rent, sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr J G G Wilson MRICS – Chair Mr S J Hodges FRICS
Date of Decision	6 July 2026
Rent Determined	£900 per Calendar Month
Date the new rent takes effect	3 December 2025

REASONS FOR THE DECISION

Background

1. On 8 October 2025, Ms Rachel Solanki, on behalf of the landlord, served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £775.00p per calendar month ('pcm') in place of the existing rent of £685.00p pcm to take effect from 3 December 2025.
2. On 10 December 2025, under Section 13(4)(a) of the Housing Act 1988, Mr Palmer referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 3 October 2020 for a term of twelve months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. At clause 3.3 of the tenancy agreement, the landlord agrees, 'To comply with the requirements of section 11 of the Landlord and Tenant act 1985 which imposes obligations on the landlord to repair 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 the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the premises for space heating and heating water...'

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

5. Mr Palmer has confirmed neither furniture nor any services are provided under the tenancy.

Liability for Council Tax

6. 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.

7. At the end of the tenancy, the tenant is required to hand back the property to the landlord or his agent in a reasonable condition or to the same standard as how the tenant received the property at the beginning of the tenancy as per the inventory.

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the bases of the papers provided by the parties, having viewed the property on the internet and its own knowledge and specialist expertise.

The Property

9. 46 Radcliffe Road is an end of terrace, corner, two-storey building of traditional brick construction with a pitched tiled roof, which is arranged as flats.
10. Flat C (46C) is on the first (top) floor, with access from the common parts entrance hall. From the information provided the accommodation comprises:

One reception room, one kitchen, two bedrooms and one bathroom/WC.

The Tribunal understands the property benefits from double glazing, carpets and curtains, and White Goods.

There is a small courtyard to the rear of the building to which all tenants have access.

Radcliffe Road runs in a northerly direction off Northam Road, just to the north of St Mary's stadium. No. 46 is at the junction of Radcliffe Road and Augustine Road.

Evidence

11. Ms Janine Gosden, on behalf of the landlord, has submitted her Rent Appeal Statement dated 29 April 2026 to comply with the Tribunal's Directions. Ms Gosden confirms a copy of her Statement was sent to Mr Palmer. The papers include a copy of Ms Gosden's email to the Tribunal with her Statement attached dated 29 April 2026. The same was copied to Mr Palmer by email too.
12. Whereas Mr Palmer has not submitted his Rent Appeal Statement, he has provided some information in his application.

The Tenant.

13. In their letter dated 8 December 2025, Mr Palmer was informed by the Tribunal that for his application to be processed, he is required to file a completed Rents 1 application form. Mr Palmer subsequently did so, dated 10 December 2025.
14. In his application form, Mr Palmer confirms that under his tenancy he is responsible for the payment of Council Tax and Water Rates. The accommodation comprises that described in paragraph 10 above, which includes the small communal outside area at the rear.
15. Mr Palmer neither shares the accommodation with another tenant nor the landlord, and no furniture has been provided under the tenancy. No services are provided under the tenancy. Mr Palmer says he has not carried out any improvements at the property. Mr Palmer concludes to say he is responsible for the repair to any damage that he causes at the property.

On behalf of the Landlord, Ms Gosden of Tenant Link has given her Rent Appeal Statement.

16. In her Statement, Ms Gosden, confirms the accommodation to comprise as outlined in paragraph 10 above. Under 'Features', Ms Gosden confirms the landlord has provided full double glazing, carpets and curtains and the White Goods. Ms Gosden says the tenant has provided the central heating and goes on to say there is a small courtyard to the rear of the building, to which all tenants have access.
17. Under 'Improvements', Ms Gosden says the following have been carried out: sound proofing in February 2026, new carpets in February 2026, new kitchen sink and draining board in February 2026, new electric cooker, new bathroom heater and new extractor fan in November 2025, new plaster and painting of walls in 2023, and a new consumer unit in September 2020. At this juncture the Tribunal notes the items listed by Ms Gosden are not works of improvement within the meaning of the legislation, but ongoing works of day-to-day maintenance associated with the property which are the landlord's responsibility in any event. However, the items listed assist the Tribunal on its understanding of the features of the property and its general condition.
18. Under Disrepairs/Defects Ms Gosden says the bathroom is in good condition and reaffirms a new cooker was provided in 2025. Ms Gosden goes on to say the kitchen would benefit from having new door fronts.
19. Under 'Any Other Comments' Ms Gosden says the property is close to the city centre and local bus routes are within a few minutes' walk.

20. Under 'Your assessment of the rental value of the property', Ms Gosden says most two-bedroom properties in the area range from £1,100 pcm to £1,300 pcm and goes on to say a one-bedroom basement flat in this building was let at £675 pcm.
21. Ms Gosden has provided the Tribunal with a Rightmove report which includes five two-bedroom properties (two houses and three flats (one of which is a maisonette)) in the SO14 postcode marketed to let from £1,100 pcm to £1,350 pcm. The report also includes the one-bedroom flat in the subject building marketed to let at £675 pcm.
22. In her letter appended to her Statement, Ms Gosden says she considers the increase from to £775 pcm to be fair and reasonable, particularly when compared with current local market rents. Ms Gosden goes on to say, 'Similar two-bedroom properties in the surrounding area are currently achieving rents in the region of £1,100 pcm to £1,300 pcm, depending on condition and specification.'

Determination and Valuation

23. Mr Palmer was due to have given his Statement by 22 May 2026. The Tribunal has been provided with copy email correspondence between the Case Officer and Mr Palmer. The email address for the correspondence with Mr Palmer is the same as that used by Ms Gosden to submit her Statement.
24. In subsequent exchanges of email correspondence with Mr Palmer dated 5, 6 and 7 May 2026, the Case Officer explains to Mr Palmer what the Tribunal's Directions require him to do, that he is in good time to comply with the Directions and that a hard copy of the form will be sent to him in the post such that he can complete it by hand. To be clear the form to be sent by post is the same as that issued with the Directions.
25. In an email dated 28 May 2026, Mr Palmer requested some extra time to submit his evidence. The Case Officer informed Mr Palmer on 29 May 2026 that if he required extra time, he would be required to file and serve a Case Management Application.
26. The Tribunal is aware of Mr Palmer's personal circumstances, on which it is not necessary to expand. Notwithstanding these, the Tribunal has concluded Mr Palmer has been given sufficient opportunity, guidance and personal assistance by the Case Officer for him either to have submitted his Statement, or to have served a Case Management Application to seek an extension of time. Accordingly, the Tribunal has concluded to proceed to determine the application.

27. The Tribunal considers the comparable lettings provided by Ms Gosden to be relevant in this matter to determine the market rent. In particular, the two flats and one maisonette marketed to let at £1,100 pcm and £1,150 pcm.
28. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by Ms Gosden, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,100 per calendar month. 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 central heating, double glazing, white goods and curtains provided by the landlord.
29. From the information provided by Ms Gosden, the Tribunal has concluded adjustments from the market rent are required to reflect the following: (a) there is no central heating, and (b) items of disrepair in the kitchen.
30. The Tribunal's rental valuation with adjustments is as follows:

Market Rent	£1,100.00 pcm
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Less

a) No central heating	£150.00
b) Items of disrepair	£50.00
	<u>£200.00 pcm</u>

Market rent	£900.00 pcm
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Undue hardship

12. 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.
13. In his application, Mr Palmer has not given any submission to the Tribunal that the starting date the new rent specified in the Notice would cause him hardship. Although the Tribunal understands Mr Palmer's personal circumstances are such that the amount of increase proposed, being that from £685 pcm to £775 pcm, causes him worry and stress.
14. As a result of our decision the rent will increase by £215 per Calendar Month. The date specified in the landlord's notice is 3 December 2025. The Tribunal's decision is to a rent payable greater than that sought by the landlord. As Ms

Gosden says the proposed increase is fair and reasonable when compared with current local market rents.

15. Notwithstanding the Tribunal's understanding of Mr Palmer's personal circumstances, there is no evidence before the Tribunal that the increase in rent would cause him undue hardship within the meaning of the legislation.

Decision

16. Therefore, the Tribunal determines the market rent at £900.00 per Calendar Month with effect from 3 December 2025.
17. The Tribunal notes there is no obligation on the landlord to charge the rent determined which is greater than that proposed in the Notice.

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.