

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HQ/MNR/2026/0035
Property	Flat 7, Wootton Heights, Wootton Mount, Bournemouth, Dorset, BH1 1PJ
Tenants	Mr G Palucki and Ms M Jalowiec
Tenants' Representative	None
Landlords	Mr M Vrettos and Mrs L Vrettos
Landlords' Address	C/o Winkworth Lettings, 77 Poole Road, Westbourne, Dorset, BH4 9BB
Landlords' Representatives	Mr B Jesty and Ms N Ninikuri
Date of Application	12 February 2026
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	£925.00 per Calendar Month
Date the new rent takes effect	16 February 2026

REASONS FOR THE DECISION

Background

1. On 6 January 2026, the landlords served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,055 per calendar month (pcm) in place of the existing rent of £990 pcm to take effect from 16 February 2026.
2. On 12 February 2026, under Section 13(4)(a) of the Housing Act 1988, Mr Grzegorz Palucki referred the landlords' notice proposing a new rent to the Tribunal for determination of a market rent. The landlords are to have given their Rents 1A form in reply within 28 days of 12 February 2026, and the tenants are to have given their Rents 1B form in reply within 14 days of receipt of the landlords' case.
3. The assured tenancy commenced on 17 May 2008 for a term of twelve months. The rental period is monthly.

Validity of the notice

4. Mr Palucki has asked the Tribunal to consider whether the notice dated 6 January 2026 has been completed correctly under section 13 of the 1988 Act. Mr Palucki questions whether 16 January 2022, in paragraph 3 of the notice, is the relevant rent increase date.
5. At paragraph 2.3 of the landlords' Rents 1A form, Ms Ninikuri says section 3 of the notice is the section that indicates the first rent increase date after 11 February 2003 and goes on to say it was 16 January 2022.
6. Adjacent to paragraph (or section) 3 of the notice it says '*(see note 11 over the page)*'. At note 11 it says, '...you must insert in paragraph 3 of the notice the first date after 11 February 2003, on which rent is proposed to be, or was, increased under this statutory notice procedure...' Ms Ninikuri has said the date was 16 January 2022.
7. At section 2.1 of his Rents 1B form, Mr Palucki says, 'We acknowledge the first increase is unrelated to the current proposal; however, this does not change that the statement in Section 3 is incorrect.'
8. Mr Palucki goes on to say, 'Our tenancy began in May 2008, not February 2003. Between May 2008 and January 2022, rent did increase; which is illustrated by the fact that January 2022 increase was from £760 to £785, while the original rent was £630 [sic].'

9. There is no evidence before the Tribunal that the first date after 11 February 2003 that the rent was proposed to be, or was, increased *under this statutory notice procedure* (the Tribunal's emphasis) was not 16 January 2022.
10. Having been given no evidence to the contrary, the Tribunal finds Mr Palucki's argument on the date stated by the landlords in section 3 of their notice to be misconceived.
11. Mr Palucki goes on to question the notice period given in the notice. The notice is dated 6 January 2026 and the starting date for the new rent is 16 February 2026. Under the statute the landlords are required to give one month's notice before the proposed new rent can take effect. The landlords have done so.
12. The Tribunal has determined the notice is valid and, accordingly, can proceed to determine the rent.

Allocation of Repairs between Landlords and Tenants.

13. The tenants are required to keep the interior of the premises including any fixtures and fittings in good repair and condition throughout the term (excepting only those installations which the landlords are liable to repair under section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act')), and also to keep the interior of the premises in good decorative order and condition throughout the term, and to make good all damages, breakages and losses to the premises (with the exception of fair wear and tear and accidental damage by fire).
14. The landlords are required to keep in repair and proper working order all mechanical and electrical items including all washing machine, dishwashers and other similar mechanical or electrical appliances belonging to the landlord. Section 11 of the 1985 Act applies.

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

15. Mr Palucki has confirmed neither furniture nor any services are provided under the tenancy.

Liability for Council Tax

16. The tenants are 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.

Inspection/Hearing

17. 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

18. Wootton Heights is purpose-built block of flats on ground and two upper floors. It is of traditional brick construction with a pitched tiled roof. The property is a first floor flat offering the following accommodation:

Entrance hall, one reception room, kitchen, one bedroom and one bathroom/WC.

At section 6.4 of the application, Mr Palucki has ticked the box to confirm the tenancy does not include any other facilities, for example a garden, garage or separate buildings or land. In the landlords' Rents 1A form, section 2.2, Ms Ninikuri has ticked the box to confirm the details of the tenancy given by the tenant are agreed.

Wootton Mount is to the northeast of Bournemouth town centre and runs in a south-westerly direction off Old Christchurch Road (B3066). Wootton Heights is off the northern side of the road, towards its eastern end.

Evidence

19. Mr Palucki has given submissions in both the tenants' Rents 1 and Rents 1B forms. Thereafter and pursuant to Ms Ninikuri's case management order having been given, the Tribunal gave permission dated 19 June 2026 for Ms Ninkuri's additional information provided to be admitted and for Mr Palucki to give a short reply, limited to the additional points made. Mr Palucki subsequently gave a supplemental witness statement in the form of a 'short reply' dated 26 June 2026.
20. Ms Ninikuri, on behalf of the landlords, has given submissions in her Rents 1B form. Subsequently and pursuant to Mr Palucki having given his Rents 1B form, Ms Ninikuri submitted a case management order dated 21 May 2026 to request further evidence be admitted in reply.

21. The Tribunal granted permission for the further evidence to be admitted, with the tenants being given the opportunity to give a short reply thereto.
22. The Tribunal has read the papers in full but limits its observations and discussions to the submissions relevant for it to determine the rent.

The Tenants.

23. At section 9 – Improvements, Mr Palucki says the installation of the white goods (washing machine and oven) and the replacement of the kitchen sink tap and shower mixer have been carried out at the tenants' expense. The tenants have carried a full internal redecoration of the flat, including woodwork, at their expense too.
24. At section 11.1, Mr Palucki says the market rent is £975 per calendar month, for which he has attached supporting evidence. In outline, Mr Palucki's supporting evidence, which includes two, two-bedroom flats, is as follows.
25. An adjoining one-bedroom first floor flat in the subject building to the same standard of condition, furnished, let agreed at £950 per calendar month in January 2026.

A one-bedroom flat in Bath Road, was recently reduced to £1,000 per calendar month, to include central heating and hot water.

A newly refurbished one-bedroom flat in Bath Road, fully furnished, let agreed in January 2026 for £1,100 per calendar month to include central heating and hot water.

Mr Palucki concludes to say, 'These comparables demonstrate that the open market rent for a standard one-bedroom flat in this locality is in the region of £950-£1,000 per calendar month, depending on condition and included services.'

26. At section 11.3 Mr Palucki says, in outline: they have been at the property for 18 years, during which time it has not undergone any substantial refurbishment; the carpets were replaced circa 11 years ago and there are items of disrepair and wear and tear in the bathroom/WC; a rodent problem developed one year ago and persists in the building; the extractor hood was replaced in January 2026; kitchen renovation works commenced on 19 January 2026, the renovation has lasted over four weeks, there are outstanding works to the flooring and walls; the property overlooks communal waste bins which have not been regularly emptied for approximately one year – this has resulted in vermin activity; the amenity

value of the surrounding area has declined due to instances of anti-social behaviour. All of which has an adverse material effect on the market rent.

27. Mr Palucki's Rents 1B form is dated 12 May 2026.
28. At section 2.1 Mr Palucki replies to Ms Ninikuri's submissions on the rent. Notwithstanding the landlords wish to keep the rent at £990 per calendar month, Mr Palucki says, in outline:

1. At £990 pcm the rent is inflated. The landlord has listed an identical flat in the building at £975 pcm. The valuation should exclude any redecoration in the last 11 years, completed at the tenants' cost. It is not for the landlords to enforce or withdraw the increase without a Tribunal valuation.

Section 14(8) of the 1988 Act provides that where the landlord and tenant give notice in writing that they no longer require a determination, the Tribunal is to discontinue the application. No such notice has been given to the Tribunal. Accordingly, the Tribunal is to proceed to determine the rent.

2. Mr Palucki says it is incorrect that all reported issues were completed before the dispute, and goes to say that on 19 February 2026, (1) the bin areas were still inaccessible, and (2) regarding the pest infestation, the tenants were told scaffolding was required to resolve it and since then, nothing has been done. Mr Palucki has provided the Tribunal with exhibits to support his case, which includes a photograph of the bins' area.
 3. Mr Palucki goes on to say the kitchen renovation remains incomplete, for which he has provided photographs too. At Exhibit 6, the Tribunal notes the kitchen fitter is expected to return on 27 February 2026 to complete the works.
29. In his replies to Ms Ninikuri's case management order, Mr Palucki says: (1) the asking rent for Flat 3 was increased to £990 pcm after their Rents 1B form had been submitted; (2) having contacted BCP Borough Council, the refuse was not collected for several weeks because access to the bin store was unavailable; and (3) we did not request that the integrated fridge freezer be replaced with a free-standing unit. The fridge freezer, dishwasher and cooker hood were all defective, and we suggested free-standing appliances only to facilitate installation.

On behalf of the Landlords, Ms Nino Ninikuri of Winkworth has given submissions in reply to the tenants' application.

30. In her replies dated 29 April 2026, Ms Ninkuri confirms the notice of increase was served by Winkworth Westbourne and that the details of the tenancy given by the tenants are agreed.
31. At section 2.3 Ms Ninikuri gives submissions on the question of validity of the notice. The Tribunal has addressed this in paragraphs 4 to 12 inclusive above.
32. At sections 2.4 and 2.5, Ms Ninikuri says she does not agree to the rent proposed by the tenant (£975 per calendar month) and goes on to say the landlords do not want to charge the rent proposed in the notice (£1,055 per calendar month) but wish to keep the rent at its current level of £990 per calendar month. Ms Ninikuri has not given any comparable lettings evidence in support of the proposed market rent.
33. At section 2.6 Ms Ninikuri contests the tenants' description in section 11.3 of their application. Ms Ninikuri says the kitchen was renovated and finished however this would naturally cause a disruption, but the renovation was to the tenants' benefit. A recent inspection report is attached – dated 27 March 2026, with photographs to give context. Ms Ninikuri says the landlords have always responded and dealt with issues reported, although some fall under the Managing Agent's remit.
34. Ms Ninikuri carried out the inspection of the property on 27 March 2026. The report includes General Comments, Main points to note, and a selection of internal photographs. The cover sheet includes an external photograph of the front elevation of Wootton Heights, in part.
35. In her case management application, Ms Ninkuri says: (1) Flat 3 is currently being marketed at £990 pcm and has not been let; (2) rubbish clearance is a Council issue and a coded metal cage has been installed to discourage fly-tipping; and (3) at the tenants request, the landlord replaced the integrated fridge freezer with a free-standing one, along with the cooker hood and dishwasher. The landlord also decided to install a new kitchen, hob and vinyl flooring.

Determination and Valuation

36. The Tribunal has determined the notice for the proposed increase in rent given by the landlord dated 6 January 2026 is valid.
37. Both parties have given submissions, various aspects of which are questioned as to their relevance and rebutted over their timing. The Tribunal is to determine the rent the property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy – which begins at the beginning of the new period specified in the notice, section 14(1)(b) of the 1988 Act. The

beginning of the new period specified in the notice is 16 February 2026. Accordingly, 16 February 2026 is the valuation date the Tribunal is to determine the market rent.

38. Ms Ninikuri's comparable lettings evidence to support the landlords' case is the marketing to let of Flat 3, Wootton Heights, an identical one-bedroom flat to the property. In her case management application, Ms Ninikuri says Flat 3 is currently being marketed to let at £990 pcm.
39. In sections 2.5 and 2.6 of her Rents 1A form, Ms Ninikuri says the landlords no longer want to charge the rent proposed in their notice but are happy to keep the rent it has been for the last 12 months at £990 pcm. The Tribunal has dealt with this point in paragraph 28 (1) above.
40. Mr Palucki has provided comparable lettings evidence to support the tenants' case includes both one and two-bedroom flats. The Tribunal has limited its discussions to the one-bedroom properties, see paragraph 25 above. Mr Palucki concludes to say, '...the open market rent for a standard one-bedroom flat in this locality is in the region of £950-£1,000 per calendar month, depending on condition and included services.'
41. Relying on its own expert, general knowledge of rental values in the area, and the comparables lettings evidence provided by the parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £975 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.
42. Repairing obligations: the Tribunal has outlined the parties' repairing obligations in paragraphs 13 and 14 above. The tenants are required to keep the interior of the premises in good decorative order and condition, subject to section 11 of the 1985 Act, which imposes the balance of the allocation of responsibility for repairs and upkeep on the landlords. Typically, the landlords' works which include the replacement of fixtures and fittings and their associated works are a part of their day-to-day repair and maintenance responsibilities in any event. Similarly, the tenants are required to keep the interior of the premises in good decorative order.
43. Mr Palucki says the tenants have provided the washing machine, oven and have replaced the kitchen sink tap and shower mixer. Mr Palucki goes on to say they have redecorated the flat in its entirety.

44. In paragraph 26 above, the Tribunal outlines items of wear and tear with the passage of time, outstanding works to the flooring and walls, and a deterioration in amenity associated with the bins' area and a rodent/pest infestation, which Mr Palucki says were extant at the valuation date.
45. Ms Ninikuri's submissions are outlined in paragraphs 33, 34 and 35 above.
46. From its understanding and interpretation of the submissions given by the parties the Tribunal has concluded the landlords have provided the white goods in part, and that at the valuation date at the property there were items of wear and tear, outstanding works to the flooring and walls, and a deterioration in amenity.
47. The Tribunal has determined that adjustments from the market rent are required to reflect the following: (a) the white goods have been provided, in part, by the tenants, and (b) items of wear and tear, outstanding works and a deterioration in amenity. The Tribunal has concluded that to separate out the items in (b) to be impractical in valuation terms and therefore has included each factor into a single adjustment.
48. The Tribunal's market rent valuation with adjustments is as follows:

Market Rent	£975.00 pcm
-------------	-------------

Less

- | | | |
|--|--------|------------|
| a) Tenants part provision of White Goods | £10.00 | |
| b) Wear and tear, works & amenity | £40.00 | £50.00 pcm |

Market rent	£925.00 pcm
--------------------	--------------------

Undue hardship

12. The new rent takes effect from the date specified in the landlords' Notice of Increase unless that would cause undue hardship to the tenants. 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. Mr Paulicki has neither given any submission to the Tribunal that the starting date the new rent specified in the Notice, nor the proposed increase (that being from £990 pcm to £1,055 pcm), would cause the tenants financial hardship.
14. As a result of our decision the rent will decrease by £65 per Calendar Month. The date specified in the landlord's notice is 16 February 2026.

Decision

15. Therefore, the Tribunal determines the market rent at £925.00 per Calendar Month with effect from 16 February 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.