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| | **FIRST - TIER TRIBUNAL**<br>**PROPERTY CHAMBER**<br>**(RESIDENTIAL PROPERTY)** |
| **Case Reference** | **HAV/24UF/MRA/2026/0027** |
| **Property** | **83 Brockhurst Road, Gosport, Hampshire, PO12 3AR** |
| **Tenant** | **Mr S F Hopkinson** |
| **Tenant's Representative** | **Mr T O'Brien** |
| **Landlord** | **UK Homes Pte Limited** |
| **Landlord's Address** | **82A James Carter Road, Mildenhall, Suffolk, IP28 7DE** |
| **Landlord's Representative** | **Mr M Norquoy & Ms K Stone** |
| **Date of Application** | **9 July 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**<br>**Mr E Shaylor MCIEH** |
| **Date of Decision** | **24 August 2026** |
| **Rent Determined** | **£1,250.00 per Calendar Month** |
| **Date the new rent takes effect** | **23 September 2026** |

## REASONS FOR THE DECISION

### Background

1. On 15 June 2026, Mr Keegan Dunwoody, on behalf of the landlord, served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,250.00p per calendar month ('pcm') in place of the existing rent of £895.00p pcm to take effect from 23 August 2026.

2. On 30 June 2026, under Section 13(4)(a) of the 1988 Act, Mr Hopkinson, the tenant, referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent, in his on-line MR1 application.

3. The Tribunal has been provided with a copy of the assured tenancy dated 23 May 2018, which is also its commencement date. The rental period is monthly.

### Allocation of Repairs between Landlord and Tenant.

4. The tenant is obliged to keep the property including all of the landlord's machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order, (reasonable wear and tear, items which the landlord is responsible to maintain, and damage for which the landlord has agreed to insure, excepted), clause 4.2.1.

5. The landlord agrees to fulfil his repairing obligations contained within section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act'), clause 5.9.

6. Section 11 of the 1985 Act is the repairing obligation in short leases. In a lease to which this section applies, as it does in this application, there is an implied covenant by the lessor: 11(1)(a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes), 11(1)(b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and 11(1)(c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

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

7. Mr Hopkinson has confirmed neither furniture nor any services are provided under the tenancy.

**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. The Tribunal notes Mr S F Hopkinson is the tenant, and Mr T O'Brien and Mrs K O'Brien are permitted occupiers; clauses 1.1.2 and 1.1.5.

10. The tenant is not to permit any waste, injury or damage to the property, or make any alteration or addition to the property or the style or colour of the decorations, clause 4.2.2.

11. The tenant is to use the property in the manner a responsible and conscientious tenant would, clause 4.3.3.

12. The tenant is required to keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds, clause 4.3.30.

**Inspection/Hearing**

13. Neither party requested an oral hearing, nor an inspection. The Tribunal has considered this case on the basis of the papers provided by the parties, which includes various photographs, having viewed the property on the internet and its own knowledge and specialist expertise.

**The Property**

14. 83 Brockhurst Road is a semi-detached house over two storeys of traditional brick construction with a pitched tiled roof. The Tribunal has been provided with both external and internal photographs of the property.

15. From the information provided the accommodation comprises: entrance hall, one reception room, one dining room, utility room, kitchen, three bedrooms, shower room/WC and one bathroom/WC.

Outside there is a front and rear garden, and a garage/shed.

The Tribunal understands the property benefits from central heating, double glazing, and carpets.

Brockhurst is to the northwest of Gosport. Brockhurst Road (A32) links Fareham Road and Forton Road and is to the south of Fort Brockhurst.

**Evidence**

16. Mr Hopkinson, assisted by Mr O'Brien, has given submissions in both his application and his tenant's reply form (MR3) dated 6 August 2026.

17. Mr Norquoy, on behalf of the landlord and assisted by Ms Katie Stone of Leaders, has submitted the landlord's reply form (MR2) dated 27 July 2026.

*The Tenant.*

18. In his application, Mr Hopkinson says the property's indoor features are central heating, double glazing and carpets.

19. Mr Hopkinson says he has neither carried out any works of improvement, nor any repairs to the property.

20. Mr Hopkinson says the market rent should be £1,000 pcm. Mr Hopkinson goes on to say that although work has been carried out recently, he feels a 40% increase is unfair for the condition of the carpets and the decorations.

21. In his MR3, tenant's reply form, Mr Hopkinson says his response is contained at Appendix A.

22. Appendix A: Mr Hopkinson agrees with the landlord that neither an oral hearing, nor an internal inspection of the property is required. The Tribunal summarises the points made by Mr Hopkinson relevant to the determination of the market rent, adopting his paragraph numbers and headings.

    1. Rebuttal of Allegations Regarding Property Condition and Tenant Living Habits – the internal wear and tear, specifically the condition of the carpets and wall decorations, is the direct result of historical landlord neglect. The carpets have been in situ since at least May 2018 without replacement or professional upgrade.

    2. Contextualization [sic] of the Refurbishment Costs – the costs were for remedial works required to bring a severely neglected property up to a basic,

legally required standard of human habitation. The £5,100 of costs of works in March 2026 was explicitly mandated to rectify ongoing defects. Including rewriting [sic] and reworking an inadequately fitted bathroom suite from 2024.

3. Impact of Property Restrictions on True Layout and Open Market Value [sic] – the landlord describes the property as a standard large three-bedroom semi-detached home. The property does not function as a standard three-bedroom house. On the open market, a property with a disrupted functional layout would command a significantly lower rental value than a standard, fully accessible family home. The Tribunal outlines the further submissions on hardship later.

4. Analysis of the Landlord's Market Comparisons – Mr Hopkinson has the following observations on Mr Norquoy's and Ms Stone's comparable lettings evidence:
    - Property 1 (Norfolk Road) – finished to a very high standard, stunning kitchen, modern hard flooring.
    - Properties 2 & 3 (Norfolk Road) – new bathrooms, carpets and internal decorations.
    - Property 4 (Virginia Park Road) – 'premium external amenities', garage and off-road parking for a vehicle.
    - Property 5 (Brockhurst Road) – same street, recently refurbished throughout to a contemporary standard.

23. Mr Hopkinson concludes to say his property lacks any such premium finishes, off-road parking, new carpeting, or modern decorations. An un-modernised property with aging fixtures and structural layout restrictions cannot command the same price as a freshly modernised listing on the open market. For these reasons the landlord's proposed rent of £1,250 pcm is inflated and unsupported by the reality of the property's condition. The Tribunal is respectfully asked to reject the landlord's representations and to determine that a fair open market rent for the property in its current state is £1,000 pcm.

*On behalf of the landlord, Mr Norquoy, assisted by Ms Stone has given his MR2 form in reply dated 27 July 2026.*

24. In his reply, Mr Norquoy says he served the section 13 notice of increase referred to the Tribunal by the tenant. Mr Norquoy goes on to say he does not agree with the details of the tenancy given by Mr Hopkinson, in outline, as follows: (1) after £15,000 worth of refurbishment works were carried out in 2024, a further £5,100 worth of refurbishment works was completed in March 2026, and (2) the

property condition internally is due to the living habits of the occupants, which has been witnessed and documented by Leaders, the property agent.

25. The Tribunal has been provided with an 'Interim Visit Report' prepared by Ms Edwards of Leaders; the property visit was 10 April 2026. The report includes various photographs, both internal and external. Under the heading 'Maintenance Action Required', there are items which require repair (the status icon for repair is adjacent to each item) for which the landlord is responsible, as follows: Rear Hallway – inspection and repair of back door; Bathroom – inspection and repair of WC; Bedroom – windows and sills, radiator leak and inspection of damage in downstairs bedroom/dining room; and Courtyard Area – general overview, inspection of tree/bush and cut back.

26. Under the heading 'Report Information' it says, 'This property is in poor condition. Advisory to tenant to clear the shed and garden of rubbish and to have a major clear out of both outside and inside the property. Also to clean throughout the property. Dog, three cats and budgerigar present.'

27. Mr Norquoy does not wholly agree with the tenant's description provided in his application, in outline, as follows: (1) the reference to mobility access is not relevant to the application, and (2) the internal condition of the property is due to the living habits of the occupants.

28. Mr Norquoy does not agree to the rent proposed by the tenant in his application form; and says he still wants to charge the rent proposed in the notice of increase. Mr Norquoy goes on to make a number of points, for which the Tribunal limits it summary to those relevant to support his case for the market rent: (1) the rent has not changed since May 2018; (2) the market rent, if put up for a new tenancy, would be much higher than £1,250 pcm; (3) market rents have generally increased by 5% per annum; (4) the rent increase proposed equates to an increase of 4.27% per annum, or a 39% increase since May 2018; (5) in Gosport, three-bedroom semi-detached houses have increased in rental value between 35% to 50% in the last 8 (eight) years. That makes the market rent from £1,260 pcm to £1,450 pcm; and (6) market analysis of three-bedroom properties available to rent in the immediate area are being marketed to let from £1,260 pcm up to £1,600 pcm.

29. Mr Norquoy has provided the Tribunal with a Rightmove 'Best Price Guide' prepared by Leaders, within one quarter of a mile from the property's postcode, for the period 1 January 2026 to 27 July 2026, all of which have three bedrooms. In outline, the properties are as follows:

Norfolk Road – finished to a high standard, large rear garden, downstairs WC, marketed to let at £1,550 pcm in July 2026, let agreed.

Norfolk Road – terraced house, modern kitchen, new bathroom, marketed to let at £1,450 pcm in June 2026, no longer advertised.

Norfolk Road – family home, redecorated throughout, new bathroom, marketed to let at £1,450 pcm in June 2026, let agreed.

Virginia Park Road – recently refurbished, garage, off road parking for one car, marketed to let at £1,350 pcm in May 2026, let agreed.

Brockhurst Road – semi-detached house, recently refurbished throughout, marketed to let at £1,500 pcm in March 2026, let agreed.

Harding Road – terraced house, marketed to let at £1,400 pcm in February 2026, let agreed.

Station Road – mid-terraced house, family home, gas central heating, marketed to let at £1,450 pcm in January 2026, let agreed.

30. Mr Norquoy has no reasons for the Tribunal to carry out an inspection of the property and says it is a standard large, three-bedroom semi-detached house, with a small front garden and a standard rear garden, plus a shed/garage.

## Determination and Valuation

31. The Tribunal has read all the contents of the bundle (the papers), but it limits its discussion and considerations to those points relevant to reach its determination.

32. Mr Norquoy, with Ms Stone's assistance, has provided the Tribunal with comparable evidence to support his case. Mr Hopkinson has not given any supporting evidence for his case but has provided a critique of Mr Norquoy's comparable lettings evidence. The Tribunal has derived assistance from both Mr Norquoy's evidence and Mr Hopkinson's remarks to reach its determination of the market rent.

33. Taking the evidence before it in the round and relying on its own expert, 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 £1,450 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, carpets and curtains provided by the landlord.

34. From the submissions of the parties, which includes the photographs provided, the Tribunal has concluded adjustments are required to its determination of the market rent. Such are the submissions before it, it is necessary for the Tribunal to outline the basis on which the rental valuation under the 1988 Act is directed to be carried out, coupled with the statutory disregards. The Tribunal limits its synopsis to the sections and subsections relevant to this application.

35. Section 14(1) of the 1988 Act says the Tribunal is required to determine the rent the dwelling-house concerned might reasonably be expected to let in the open market by a willing landlord under an assured tenancy; thereafter the periods to be assumed are to be monthly, which in this application is to begin on 23 September 2026 (see later), and the terms of which (save as to rent) are the same as those of the tenancy (that dated 23 May 2028); subsections 14(1)(a), 14(1)(b) and 14(1)(c).

36. Section 14(2) says in making a determination under this section, there shall be disregarded: 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, section 14(2)(b); and any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy, section 14(2)(c).

37. The Tribunal is required to determine the rent for the dwelling-house, being that described in paragraphs 14 and 15 above. Under the heading 'Impact of Property Restrictions on True Layout and Open Market Value [sic]', Mr Hopkinson says the property does not function as a standard three-bedroom house; and, on the open market a property with a disrupted functional layout would command a significantly lower rental value than a standard, fully accessible family home. Mr Hopkinson's argument is mis-conceived. There is no provision in section 14 of the 1988 Act which requires this Tribunal to take into consideration what he refers to as 'a disrupted functional layout.'

38. The Tribunal has been referred to works that have been carried out and to which costs of £15,000 and £5,100 have been attributed. Mr Hopkinson has confirmed in his application that the tenant says he has neither carried out any works of improvements, nor any repairs to the property (paragraph 19 above).

39. The Tribunal has outlined the items of disrepair identified by Leaders at their interim inspection in April 2026; and correspondingly instances where the tenant's use of the property is not in the manner of a responsible and conscientious tenant, (paragraphs 25 and 26 above).

40. From the parties' submissions, to include the photographs provided, the Tribunal understands the kitchen is dated, the carpets are worn and dated, and the internal decorations are dated too.

41. To summarise, irrespective of whatever sums have paid been paid for works at the property, and when, the Tribunal is required to determine the rent at which the property would let at the valuation date (23 September 2026 – see later). The rent to be determined is to reflect the condition of the property, but any increase in value attributable to a tenant's improvement is to be disregarded, and any diminution in value due to a tenant's failure to comply with a term of their tenancy is to be disregarded too. It is clear to the Tribunal that to reach its determination of the rent in this application, there are both items of disrepair at the property (for which the landlord is responsible), and instances where the tenant has not acted in a conscientious manner by failing to comply with terms of his agreement (for which the tenant is responsible), to be taken into consideration.

42. The Tribunal has concluded adjustments are required to its determination of the market rent, in outline, for the following: (1) the kitchen is dated; (2) the carpets are worn and dated; (3) the decorations are dated; and (4) there are items of disrepair for which individual adjustments are impractical, but for which the Tribunal makes a single adjustment. The items of disrepair include, but are not limited to, those outlined in paragraph 25 above.

43. The Tribunal's rental valuation with adjustments is as follows:

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| Market Rent | | | £1,450.00 pcm |
| *Less* | | | |
| a) | Dated kitchen | £25.00 | |
| b) | Worn and dated carpets | £25.00 | |
| c) | Dated internal decorations | £25.00 | |
| d) | General items of disrepair | £125.00 | |
| | | | £200.00 pcm |
| **Market Rent** | | | **£1,250.00 pcm** |

## Undue Hardship

44. In this application the new rent takes effect from 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. The first new period of the tenancy on or after the date of the determination is 23 September 2026. In cases

of undue hardship, the Tribunal has a discretion to fix a later starting date up to the end of the period of two months beginning with the date of the determination. Commencing from 24 August 2026, the date of this determination, two months ending thereafter is 24 October 2026, section 14ZB(3)(c) and section 14ZB(4), of the Renters' Rights Act 2025 ('the 2025 Act').

45. In his application, Mr Hopkinson said he needed help with payment of the fee for the application and has provided his fees reference number: HWF-ZL1-Y2X. Mr Hopkinson goes on to say a rent increase would cause him hardship.

46. Mr Hopkinson says there are two permitted occupiers, one of whom receives Universal Credit. Mr Hopkinson receives both Universal Credit and Housing Element; and receives £695 per month as he is the only tenant. Mr Hopkinson concludes to say he is medically unfit to work. Under 'Do you have evidence to upload to show how you would experience hardship?', Mr Hopkinson says 'No'.

47. In his MR2 form in reply, Mr Norquoy says at section 2.8, the tenant and permitted occupants are local to the area and have been for many years. They are aware of the local rental market. They have benefitted from a low rental for over eight years. The tenant was awarded a sum of money by the Court in March 2026. Mr Norquoy goes on to say Mr Hopkinson has not requested an order to be made requiring him to reimburse him for all (or part) of the application fee paid.

48. In his MR3 form in reply to the landlord's submissions, Mr Hopkinson says the landlord's refusal to add Mr & Mrs O'Brien as joint tenants, thereby making them eligible for housing support, is actively exacerbating his hardship, by way of deliberately blocking their ability to utilize [sic] available state support. The landlord is creating an artificial and severe financial hardship. Mr Hopkinson concludes to say the compensation awarded by the Court cannot be taken into consideration; which the Tribunal understands to mean the sum for compensation is to be disregarded in its deliberations with respect to hardship to him.

49. Section 14(7) of the 1988 Act is that which gives the Tribunal its discretion to determine a later start date for the new rent, if it concludes the tenant will suffer undue hardship. The Tribunal is directed to consider whether the tenant will suffer undue hardship, not any other person, when applying its discretion. Mr Hopkinson is the tenant.

50. Mr Norquoy is under no obligation to add Mr and Mrs O'Brien as joint tenants. For Mr Hopkinson to say Mr Norquoy is actively exacerbating his hardship, by deliberately blocking their ability to utilise available state support is both disingenuous and irrelevant.

51. Mr Hopkinson has given submissions in his application on hardship. The application form gives the applicant the opportunity to upload any evidence to show how hardship would be experienced. Correspondingly, the landlord has the opportunity to give a reply thereto in their form MR2. Mr Hopkinson has said he has no evidence to upload to show how he would experience hardship.

52. As a result of our decision the rent will increase by £355 per Calendar Month. The date of the beginning of the first new period of the tenancy applicable is 23 September 2026.

53. Whilst the Tribunal accepts its decision results in an increase in the rent payable by Mr Hopkinson, on the basis of the evidence before it he has not persuaded that the increase would cause him hardship within the meaning of the legislation.

54. As outlined, the Tribunal has been provided with copy correspondence with respect to compensation/damages payable to the tenant by the landlord. It is inappropriate to expand on this further, suffice to say the quantum of payment and the timing thereof are in question. The Tribunal has concluded that compensation, as a factor to be considered by the Tribunal on the question of hardship, is to be disregarded. Accordingly, to reach its decision on hardship, and as Mr Hopkinson has submitted (but not for the reason he gives), the Tribunal has disregarded compensation as a factor in applying its discretion.

55. The Tribunal is not required to give an order with respect to the reimbursement by the landlord to the tenant of all, or part, of the application fee paid.

## Decision

56. Therefore, the Tribunal determines the open-market rent at £1,250 (One Thousand Two Hundred and Fifty Pounds) per Calendar Month with effect from 23 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 (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.