



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/00HQ/MNR/2026/0186
Property	:	First Floor Flat, 23 Roumelia Lane, Bournemouth. BH5 1EU
Tenant	:	Asher Osmundsen
Tenant's Representative	:	
Landlord	:	Esther Collins
Landlord's Address	:	c/o Dimensions PS Ltd, 138 Ashley Road. Bournemouth BH1 4LJ
Landlord's Representative	:	Dimensions PS Ltd
Type of Application	:	Section 13 Housing Act 1988 – determination of market rent
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Mr M Ayres FRICS
Date of Decision	:	27 August 2026
Rent Determined	:	£900
Date the new rent takes effect	:	04 June 2026

REASONS FOR THE DECISION

Background

1. On 10 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £975 in place

of the existing rent of £895 per calendar month (pcm) to take effect from 04 June 2026.

2. On 03 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 Tenant's referral was received by the Tribunal on 03 June 2026.
4. The assured shorthold tenancy commenced on 04 August 2025 for a term of 6 months. The rental period is monthly. The tenancy has continued as a rolling periodic tenancy since the end of the term.

Validity of the Notice of Increase

5. The Tenant does not agree that the notice served was valid. The Tenant says it is not valid because:

The increase takes effect on 4th June 2026, which is less than 12 months after the original tenancy commencement date (4th August 2025)

6. The Landlord does not comment on the validity of the notice.

Determination as to the validity of the Notice of Increase

7. The Tenants challenged the legal validity of the purported s13 notice, and the Tribunal has therefore considered its legal validity.
8. The tenancy was a 6-month tenancy; it ended on 03 February 2026, and continued as a periodic tenancy.

The Law

9. Housing Act 1988

5.— Security of tenure.

(2) If an assured tenancy which is a fixed term tenancy comes to an end otherwise than by virtue of—

(a) an order of the court of the kind mentioned in subsection (1)(a) or (b) or any other order of the court,

(b) a surrender or other action on the part of the tenant, or

(c) the giving of a notice under section 33D of the Immigration Act 2014,

then, subject to section 7 and Chapter II below, the tenant shall be entitled to remain in possession of the dwelling-house let under that tenancy and, subject to subsection (4) below, his right to possession shall depend upon a periodic tenancy arising by virtue of this section.

(3) The periodic tenancy referred to in subsection (2) above is one—

(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;

(b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;

(c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;

(d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and

(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy.

(4) The periodic tenancy referred to in subsection (2) above shall not arise if, on the coming to an end of the fixed term tenancy, the tenant is entitled, by virtue of the grant of another tenancy, to possession of the same or substantially the same dwelling-house as was let to him under the fixed term tenancy.

(5) If, on or before the date on which a tenancy is entered into or is deemed to have been granted as mentioned in subsection (3)(b) above, the person who is to be the tenant under that tenancy—

(a) enters into an obligation to do any act which (apart from this subsection) will cause the tenancy to come to an end at a time when it is an assured tenancy, or

(b) executes, signs or gives any surrender, notice to quit or other document which (apart from this subsection) has the effect of bringing the tenancy to an end at a time when it is an assured tenancy,

the obligation referred to in paragraph (a) above shall not be enforceable or, as the case may be, the surrender, notice to quit or other document referred to in paragraph (b) above shall be of no effect.

(7) Any reference in this Part of this Act to a statutory periodic tenancy is a reference to a periodic tenancy arising by virtue of this section.

13.— Increases of rent under assured periodic tenancies.

(1) This section applies to—

*(a) a **statutory periodic tenancy** other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and*

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

*(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, **being a period beginning not earlier than—***

(a) the minimum period after the date of the service of the notice; and

*(b) **except in the case of a statutory periodic tenancy—***

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began;

(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14 below—

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect;

(ii) in any other case, the appropriate date.

(3) The minimum period referred to in subsection (2) above is—

(a) in the case of a yearly tenancy, six months;

(b) in the case of a tenancy where the period is less than a month, one month; and

(c) in any other case, a period equal to the period of the tenancy.

(3A) The appropriate date referred to in subsection (2)(c)(ii) above is—

(a) in a case to which subsection (3B) below applies, the date that falls 53 weeks after the date on which the increased rent took effect;

(b) in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.

(3B) This subsection applies where—

(a) the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 below on at least one occasion after the coming into force of the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003; and

(b) the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.

(4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—

(a) the tenant by an application in the prescribed form refers the notice to the appropriate tribunal; or

(b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.

(5) Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

10. In general the starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started, unless that would result in an increase date falling one week or more before the anniversary of the first rent increase after 11 February 2003, in which case the starting date must not be earlier than 53 weeks from the date on which the rent was last increased.
11. There are two exceptions which apply where a statutory tenancy has followed on from an earlier tenancy. The exceptions are:
 - a. where the tenancy was originally for a fixed term (for instance, 6 months), but continues on a periodic basis (for instance, monthly) after the term ends; and
 - b. where the tenancy came into existence on the death of the previous tenant who had a regulated tenancy under the Rent Act 1977.

Findings

12. The fixed term assured shorthold tenancy came to an end on 03 February 2026, and the tenancy by virtue of s5 of the Housing Act 1988 became a statutory periodic tenancy on 04 February 2026.

Decision

13. The Tribunal found that the notice was valid because the relevant tenancy was a statutory periodic tenancy and the 52-week provision in s13(2)(b)(ii) does not apply.

Allocation of Repairs between Landlord and Tenant.

14. As per section 11 of the Landlord and Tenant Act 1985

Service Charges or furniture provided by Landlord (other than carpets, curtains, and white goods specified below) and the costs relating to them

15. There are no service charges payable by the Tenant.
16. There was no furniture included in the tenancy

Liability for Council Tax

17. 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

18. There were no other terms in the tenancy agreement relevant to market rent determination.

Inspection/Hearing

19. There was no inspection. The Tenant on Form MR1 requested an inspection. The Landlord did not provide substantiated reasons for an inspection in their Form MR2.
20. On 24 July 2026, the Tribunal considered this issue and determined that it would not be proportionate to hold an inspection, but did extend the time for both parties to provide photographic evidence.
21. Both parties agreed to the Tribunal making a decision without a hearing
22. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

The Property

23. The Property is a first-floor flat with 1 bed, 1 bath, and an open-plan kitchen/living room. A door separates the bathroom; this is the only internal door. It has a lower-level entry area. The Property also benefits from:
 - a. Heating: Central heating and double glazing
 - b. Flooring: Laminate floor in the bedroom. Tiles in the bathroom. Carpeted elsewhere
 - c. Appliances: Integrated kitchen appliances include oven and gas hob, and a fridge freezer
 - d. Allocated parking – albeit the tenant says this is accessible to others and they often cannot use the parking space
 - e. Being within about 0.5 miles of the beach

Evidence

24. The Tribunal considered the MR1, MR2, and MR3 provided by the parties, along with a copy of the correspondence on the tribunal file.

The Tenant

25. The Tenant made the following comments

a. The Tenant says that the property suffers from:

- An unpleasant odour
- Non-working freezer
- Unusable oven
- Kitchen lights not working properly
- Anti-social behaviour in the local area

a. The letting agent stated that the proposed rent of £975 per calendar month includes water and sewerage charges, which were not previously included in the rent, and that the increase reflects these costs as well as local market conditions. However, no evidence or breakdown has been provided to support this claim.

b. The Tenant says that water and sewerage are not included, and his neighbour has asked him to pay 50% of the water bill. This is unfair as his water use is minimal.

c. The Tribunal noted that Form 4 says water/sewerage is £nil, and clause 2.6 of the tenancy agreement states that the Tenant is responsible for water services. Clause 5.5 provides that the deposit is security against unpaid water charges.

26. In terms of rental evidence, the Tenant had provided the following:

Property	Features	Evidence	Rent pcm	Treatment by the Tribunal
Subject property BH5	1 bed 1 bath First floor flat Allocated parking		£895	
a. Wimborne Road BH9	1 bed 1 bath Unfurnished	Online portal	£850	Limited information – location far from property
b. St Clements Court BH1	1 dbl bed 1 bath Off road parking Unfurnished	Online portal	£900	Limited information – location far from property

c. Holdenhurst Road BH8	1 bed 1 bath Unfurnished Above a shop on what looked like a Highstreet	Online portal	£850	Limited information – location far from property
d. Crescent Road BH2	1 bed 1 bath Fully furnished Close to beaches Communal garden Allocated parking	Online portal	£875	Limited information – location far from property
e. Avon Closed BH8	1 bed 1 bath Ground floor	Online portal	£840	Limited information – location far from property
f. Wimborne Road BH9	1 bed 1 bath Ground floor Unfurnished	Online portal	£850	Limited information – location far from property

The Landlord

27. The Landlord made the following comments.

- a. There are very few comparable properties with the large kitchen/breakfast area, plus a separate lounge and bathroom.
- b. The property benefits from its own private entrance leading into a substantial ground floor lobby. This area is not merely an entrance hall but provides a generous amount of usable space, including fitted wardrobes for storage and sufficient floor area to accommodate a desk or home working area. This additional space contributes significantly to the property's overall functionality and appeal.
- c. It should also be noted that the proposed rent is inclusive of the property's water and sewerage charges. These costs are met by the landlord and are incorporated within the monthly rent, meaning the tenant does not pay these charges separately. This represents an additional financial benefit to the tenant and should be taken into account when assessing the reasonableness of the proposed rent and when comparing the property with others available on the open market, where such charges are frequently payable by the tenant in addition to the monthly rent.

28. The Landlord did not provide any comparables

Determination and Valuation

29. The Landlord failed to specify, either in Form 4 or in the MR2, what water cost was included in the proposed rent. The Tribunal had very limited evidence of the water charges in the Tenant's bank statements ranging from £22.50 in Jan 2026 and £16.00 in Jan 2026, and no water bills were provided.
30. Water charges were not included in the original tenancy agreement, and they are not specified on the Form 4. This places the Tribunal in a less than ideal position.
31. The Tribunal used its knowledge to determine that £25 pcm would be a reasonable allowance for water charges. Subtracting this from the proposed rent of £975, which included water charges, this makes the rental element of the proposal £950.
32. The Tribunal carefully considered the comparable properties put forward. Relying on its own expertise and general knowledge of rental values in the area, and the relevant comparable properties provided. The Tribunal considers that the market rent of a true 1 bed, 1 bath property, had it been in good repair and condition excluding water, would be £950 pcm.
33. From this level of rent, the Tribunal has adjusted in relation to the following:
 - a. The unmodernised condition of the Property relative to the comparable properties and the general lack of maintenance, including but not limited to the broken freezer, oven, and issues with the light.
 - b. The layout not providing any real separation between the sleeping and living areas; there is no door.
34. The full valuation is shown below:

Starting Rent	£ 950 pcm
Less	
a) Items given under a) above	£30 pcm
b) Items given under b) above	£20 pcm
Subtotal	£50 pcm

Market rent

£900 pcm

Undue hardship

35. 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.

36. The tenant gave the following details:

I wish to note that the proposed rent increase would cause me undue financial hardship. I have very little disposable income at the end of each month, and paying the increased rent from the notice date would place a significant strain on my finances.

37. The Landlord did not specifically respond to the undue hardship.

38. The Tenant does not have an excessive level of disposable income, but there is some. The rental increase after determination is £5. The Tribunal is satisfied that a £5 increase, backdated to June 2026, will be either £15 or £20, depending on timing, and this will not cause undue hardship.

39. The date specified in the Landlord's notice was 04 June 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 04 June 2026.

Decision

40. Therefore, the Tribunal determines the market rent payable for the subject property at £900 per calendar month with effect from 04 June 2026.

Name: Tribunal Judge Bowden

Date: 27 August 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.