



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/24UB/MRA/2026/0013
Property	:	Flat 4, 22 Cromwell Road, Basingstoke, Hampshire, RG21 5NR
Tenant	:	Tariq Assi
Tenant's Representative	:	
Landlord	:	Mr A Karim
Landlord's Address	:	Unit 1, 420 Eastern Avenue, Ilford, Essex, IG2 6NQ
Landlord's Representative	:	
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	:	£1,300 pcm
Date the new rent takes effect	:	30 July 2026

REASONS FOR THE DECISION

Background

1. On 07 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,350 in place of the existing rent of £1,275 per calendar month (pcm) to take effect from 30 July 2026.

2. On 25 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 25 June 2026.
4. The assured shorthold tenancy commenced on 30 May 2025 for a term of 12 months. The rental period is monthly. The tenancy has continued as a rolling statutory periodic tenancy.

Validity of the Notice of Increase

5. The Tenant agreed that the notice served was valid.

Allocation of Repairs between Landlord and Tenant.

6. 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

7. There are no service charges payable by the Tenant.
8. There was no furniture included.
9. Included in the rent is communal inside areas cleaning and communal garden maintenance. There is no breakdown of these costs. The Tenant says that these services stopped being provided in Spring 2025.

Liability for Council Tax

10. 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

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

Inspection/Hearing

12. There was no inspection. The Tenant indicated on Form MR1 that they agreed to the Tribunal making a decision without an inspection. The Landlord did not provide substantiated reasons for an inspection in their Form MR2.

13. Both parties agreed to the Tribunal making a decision without an oral hearing.
14. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

The Property

15. The Property is a first floor flat.
 - a. Warmth: gas central heating and glazed 'sash' windows
 - b. Flooring: wooden
 - c. Outside amenities: rear communal garden

Evidence

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

The Tenant

17. The Tenant made the following comments.
 - a. The landlord has failed to engage and do communal gardening and indoor communal cleaning and has failed to listen to the tenants. There was a monthly contract for these services that stopped in the spring of 2025 with no explanation. Since then, we have had one set of indoor communal cleaning and communal garden maintenance in the autumn of 2025. And excuses since then for no action. So, as a tenant, I object to having my rent increased by £75 per month for services that are not being offered, even at my rent of £1275 per month that I am currently paying.
18. In reply to the Landlord's MR2 the Tenant stated:
 - a. The tenant accepted that comparable two-bedroom flats in Basingstoke may command rents of around £1,350 per calendar month but submitted that those comparisons assumed properties that were properly maintained and managed. The tenant contended that the subject property should be assessed by reference to its actual condition and management.
 - b. The tenant stated that the development comprises communal internal areas and communal gardens and that, from Spring 2025, regular cleaning and gardening services largely ceased. Apart from a single maintenance visit in October 2025, the tenant

said that routine maintenance had not been carried out despite repeated requests to the landlord and managing agents.

- c. According to the tenant, the communal gardens became overgrown, trees and bushes were not maintained, and the internal communal areas were not cleaned to an acceptable standard. The tenant also referred to complaints from neighbouring residents regarding the condition of the communal areas and vegetation.
- d. The tenant further submitted that a communal garden gate had remained broken for several months despite reports being made. The tenant stated that, during this period, an unknown person gained access to the communal garden at night and looked into the home of a resident, causing concern regarding security.
- e. The tenant said that concerns regarding the condition and management of the development led local residents to meet with the local councillor and Member of Parliament. The tenant submitted that, although the Tribunal's task was to determine the market rent, a prospective tenant would take account of the appearance, cleanliness, maintenance and security of the communal areas when deciding what rent they would be willing to pay.

19. In terms of rental evidence, the Tenant did not provide comparables

The Landlord

20. The Landlord made no comments and provided no comparables

Determination and Valuation

21. The Tribunal accepts that a willing tenant would attribute some value to the condition, cleanliness and security of the communal areas and that the deterioration described would have a modest adverse effect on rental value.
22. The Tribunal carefully considered the evidence put forward by the parties. Relying on its own expertise and general knowledge of rental values in the area. The Tribunal considers that the market rent of the property, had it been in good repair and condition, would be £1,350 pcm.
23. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a. The lack of maintenance to the common parts resulting in a dilapidated appearance and security issues.

24. The full valuation is shown below:

Starting Rent	£ 1,350 pcm
Less	
a) Items given under a) above	£50
Subtotal	£50

Market rent **£1,300 pcm**

Undue hardship

25. Hardship was not raised

Decision

26. Therefore, the Tribunal determines the market rent payable for the subject property at £1,300 per calendar month with effect from 30 July 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.