

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/24UG/MRA/2026/0021
Property	11 Castor Court, Yateley, Hampshire, GU46 7RL
Tenant	Marius Kacerauskas & Mrs Ieva Kacerauskiene
Tenant's Representative	N/A
Landlord	Carol Morton
Landlord's Address	The Maltings, Oak Lane, Devizes, Wiltshire SN10 4PD
Landlord's Representative	The Flatman Partnership
Date of Application	2 July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Ms S Greer
Date of Decision	1 September 2026
Rent Determined	£1550 per calendar month
Date the new rent takes effect	1 September 2026

REASONS FOR THE DECISION

Background

1. On 17 May 2026, the Landlord, acting by his agent The Flatman Partnership served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1550 per calendar month in place of the existing rent of £1475 per calendar month to take effect from 5 July 2026. This being an increase of £75 which equates to approximately 5.1%.
2. On 2 July 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 tenancy is an assured shorthold tenancy granted to the Tenant by an agreement dated 5 July 2025 at the current rent of £1450 per calendar month payable in advance. The rental period is monthly, and the tenancy was for a period of 12 months. Therefore, this is an assured periodic agreement. The original tenancy agreement was dated 5 June 2020.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.
5. The Property is let unfurnished. The Tenants are responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

6. Service charges are not payable by the Tenants for the Property.
7. No furniture is provided
8. The rent is exclusive of charges for utilities.

Liability for Council Tax

9. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

10. The Tenant requested an inspection of the Property. The Tribunal considered this request and, on the 23 July 2026 determined that the Tribunal would not undertake an inspection as there was sufficient photographic evidence to make a decision in respect of the condition of the property.

The Property

The Property is an extended three-bedroom semi detached house built around 1965 with brick elevations under a pitched and tiled roof. The accommodation comprises: three bedrooms, kitchen, two reception rooms and two bathrooms.

The Property has an enclosed rear garden, garage and driveway, double glazed windows, gas central heating, floor coverings and white goods. The property has an EPC Rating of D which is average and a stated floor area of 95m².

The Property is convenient to local amenities and transport links.

Evidence

11. Both the Tenants and the Landlord's agent provided comprehensive written statements with comparable evidence from the Landlord's agent. The evidence included a short video and helpful photographs.

The Tenant.

12. The Tenants made the following comments:
 - a) The double glazing is defective with misting.
 - b) There is damp and mould to the internal walls
 - c) The bedroom and staircase carpets are 20 years old and in poor condition
 - d) The short video provided shows ingress of rainwater through the external timber door.
 - e) The Tenant has maintained the garden and cuts back overgrown trees.
 - f) There is a hole in the small bedroom wall with ingress of damp.
 - g) A section of guttering is missing causing rainwater to cascade onto the main walls.
 - h) It is claimed the house is in need of refurbishment which should be reflected in the rental value. Hence the Tenant considers a rent of £1,500 pcm is realistic
 - i) For these reasons the Tenant is of the opinion the proposed rental value should be £1500 per calendar month.

The Landlord

13. The Landlord made the following comments:

- a) The Landlord's agent confirms several of the double glazed window units have failed, causing misting between the glazing.
- b) The Landlord's agent confirms the hole in the bedroom wall is a maintenance matter following a leak and remains open.
- c) The Landlord's agent accepts the missing gutter allows rainwater to cascade onto the walls of the building.
- d) Once again, the agent agrees with the age and condition of the carpets.
- e) The agent confirms the third bedroom measures 3.43m x 1.91m which can be considered suitable for a bed.
- f) Overall, the agent confirms the property is in need of maintenance and repair.
- g) Southeast region average monthly rents rose to £1,430 in the 12 months to February 2026, a 3.6% annual increase.
- h) The Landlord's agent provided comparable evidence with rental values ranging from £1,550-£1,700 per calendar month.

- Hetherwood, Yateley: 3-bedroom house, 842 sq ft, advertised at £1,650 pcm (April 2026). Smaller than the subject property and recently renovated with a higher EPC rating. Asking rent is above the proposed rent for 11 Castor Court despite being smaller.

- Batrons Drive, Yateley: 3-bedroom house, 866 sq ft, advertised at £1,695 pcm (June 2026). Again smaller than the subject property and newly renovated with a new kitchen and higher EPC rating. The asking rent significantly exceeds the proposed rent for 11 Castor Court.

- Kingsway, Camberley: 3-bedroom house, 723 sq ft — included for broader context. Different location and smaller; noted for reference only.

Determination and Valuation

14. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenants.

15. The Tribunal is grateful to both parties for the comprehensive evidence they have provided. All of the evidence relied upon by the Landlord consists of advertised asking rents rather than achieved rents. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property may in the event let at a figure above or below the rent at which it was advertised.

Determination and Valuation

16. Relying on its own expert, general knowledge of rental values in the Yateley area together with the comparable evidence provided by the parties the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £1,800 per month. This is the rent we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.

From this level of rent, the Tribunal has made the following adjustments in relation to the following: a) -g) in paragraph 12 above.

17. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £250 should be applied in order to take account of the of the above matters. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

The full valuation is shown below:

Starting Rent	<u>£1,800 pm</u>
<u>Less</u>	
a) Items given under a)-g) above	<u>£250</u>
Market rent	£1,550 pm

Undue Hardship

18. The new rent takes effect from the date which is entered in the Landlord's Notice 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 at the date of the Tribunal's decision.
19. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because he is on Government benefits.
20. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and does not fix a later starting date.

Decision

21. The Tribunal determines the new rent amount at *£1,550* per calendar month with effect from *1 September 2026* which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.
22. The authority for the Tribunal to set the date when a new rent takes effect now comes from **Section 14(A1)** and the related determination provisions in the [Renters' Rights Act 2025](#) (which amends the [Housing Act 1988](#)). Therefore, the new rent takes effect from the date of this decision.

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.