FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**HAV/00MR/MNR/2026/0195**
Property	**Room 5, 64 Telephone Road, Southsea, Portsmouth, Hampshire, PO4 0AY**
Tenant	**Mr Y M Rabbani**
Tenant's Representative	**None**
Landlord	**Mrs T N Grayson**
Landlord's Address	**C/o LetCo, Unit 5, Fulcrum 2, Solent Way, Whiteley, Hampshire, PO15 7FN**
Landlord's Representative	**None**
Date of Application	**22 June 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 E Shaylor MCIEH**
Date of Decision	**24 August 2026**
Rent Determined	**£750.00 per Calendar Month**
Date the new rent takes effect	**30 July 2026**

REASONS FOR THE DECISION

Background

1. On 23 April 2026, Mr Joseph Cartwright, 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 £795.00p per calendar month ('pcm') in place of the existing rent of £750.00p pcm to take effect from 30 July 2026.

2. On 22 June 2026, under Section 13(4)(a) of the 1988 Act, Mr Rabbani, 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 22 May 2025, with a commencement date of 30 May 2025. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. The tenant agrees with the landlord to keep the interior of the property and the contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the property reasonably aired and warmed, clause 5.2.

5. The landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act'), clause 11.

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 Rabbani has confirmed the furniture provided are a bed frame, a mattress, and a wardrobe. Mr Rabbani goes on to say the monthly rent includes

broadband/internet service; water, gas and electricity services; and weekly communal cleaning of the shared areas.

Liability for Council Tax

8. Mr Rabbani has confirmed his rent is inclusive of Council Tax. Accordingly, the rent to be determined is inclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

9. Mr Rabbani has confirmed his rent is also inclusive of charges for utilities.

Inspection/Hearing

10. 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

11. 64 Telephone Road is a terraced house over two storeys with a loft conversion, of traditional brick construction with a pitched tiled roof. It has been converted into a House in Multiple Occupation ('HMO'), with a communal kitchen and a living area. The Tribunal has been provided with both external and internal photographs of the property.

12. From the information and the photographs provided, Room 5 is in the loft of 64 Telephone Road, and the accommodation comprises a double bedroom with an en-suite shower room/WC. There is access to a shared garden to the rear.

13. Telephone Road runs from an easterly to westerly direction between Francis Avenue and Fawcett Road. No. 64 forms part of the southern terrace of Telephone Road, to the west of its junction with Talbot Road. Fratton railway station is to the north.

Evidence

14. Mr Rabbani has given submissions in both his application and his tenant's reply form (MR3) dated 2 August 2026.

15. Mr Joseph Cartwright of LetCo has submitted the landlord's reply form (MR2), dated 23 July 2026.

The Tenant.

16. In his application, Mr Rabbani says the shared communal areas include a kitchen with an oven and a refrigerator/freezer. There is communal seating also.

17. Mr Rabbani says the private en-suite bedroom has gas central heating, double-glazed windows and carpeted flooring. The private en-suite shower room/WC has vinyl/linoleum flooring and standard fixtures.

18. The shared communal areas feature an electric induction hob in the kitchen, gas central heating, double glazing, and luxury vinyl tile wooden-effect flooring.

19. Mr Rabbani says he has not carried out any works of improvement at the property; and confirms the landlord is responsible for repairs, as per section 11 of the 1985 Act. Mr Rabbani concludes to say he is responsible for keeping his private bedroom and en-suite shower room/WC clean, preventing internal blockages, and he is to report any maintenance faults or damages to the agent promptly.

20. Mr Rabbani *s*ays the market rent should be £750 pcm, for which he has attached an 'Evidence Bundle' to support his opinion, and to show that the new rent of £795 pcm proposed by the landlord exceeds the market rent for these individual rooms.

21. Mr Rabbani submits under section 12.3, that the landlord's agent explicitly confirmed in writing that the sole basis for this rent increase is internal rent equalisation with other occupants in the same building, rather than supported by external open-market evidence across the wider PO4 postcode area.

22. Mr Rabbani has attached various documents to his application including a formal response to the proposed rent increase, to LetCo, with evidence to show the fair market rent for Room 5 is in the range of £695 pcm to £755 pcm; which puts Room 5 at the very top of the range.

23. The property search was carried out on SpareRoom.co.uk. The current live listings given are, in outline, as follows: (1) stunning en-suite double, Southsea (PO4), £650 pcm, bills included: (2) Southsea double en-suite, £730 pcm, bills included; (3) large en-suite, £750 pcm, bills included; (4) three en-suite doubles, Portsmouth (PO4), £755 pcm, bills included; (5) two en-suite doubles, Portsmouth (PO4), £750 pcm, bills included; and (6) double ensuite room to let, Portsmouth (PO4), £600 pcm, bills included. Screenshots from SpareRoom with photographs have been provided too.

24. The Tribunal notes that one of the screenshots provided is of a property described as a 'Stunning Shared House (Telephone Road).' Double and double en-suite rooms are marketed to let from £725 pcm to £750 pcm, available from July 2026.

25. Mr Rabbani adds the only listing in PO4 at £795 pcm is explicitly marketed as 'being steps from the seafront – an 11-minute walk.' The subject property is a 29-minute walk from the beach.

26. Thereafter Mr Rabbani gives further submissions under the headings: Our rooms were reduced because the market would not support a higher price; The proposed increase is inconsistent within the property (stealth rent equalisation); The increase exceeds local rent inflation; Our tenant profiles; Our position and next steps – in which Mr Rabbani proposes that his rent remains at £750 pcm, which he says is fair, evidence-based, and consistent with current rates in the PO4 postcode for equivalent rooms.

27. Mr Rabbani says he is at no risk to pursue the matter at the First-tier Tribunal (Property Chamber), as he is aware that under the Renters' Rights Act 2025 ('the 2025 Act') which came into force on 1 May 2026, the Tribunal cannot determine a rent higher than that in the landlord's notice. To be clear, the landlord's notice in this application was given on 23 April 2026, thereby to precede the provisions and the amendments which came into effect under the 2025 Act.

28. The Tribunal has been provided with the following documents with respect to the property: the Landlord/Homeowner Gas Safety Record; the Electrical Installation Condition Report ('EICR'); and, the Energy performance certificate ('EPC'), in which the property is given an energy rating of 'C', valid until 9 April 2035.

29. At section 2.1 of his MR3, tenant's reply form dated 2 August 2026, Mr Rabbani attaches his 21-page written response statement. Mr Rabbani says, 'The Respondent's MR2 submission remains legally invalid and unprocessed due to a failure to comply with threshold Rule 14 proxy authorisation procedures.'

30. Mr Rabbani goes on to say, 'Furthermore, the commercial evidence submitted by the Respondent contains premium structural infrastructure completely absent from the subject asset, and their own data demonstrates that open-market consumer demand collapses entirely at their proposed £795 pcm. The Applicant respectfully requests a summary determination on the papers at the verified historical open-market price of £750 pcm, bills included.'

31. It is not necessary for the Tribunal to summarise Mr Rabbani's comprehensive submissions in full, but notes the main headings on his Contents page are: Section 1 – Procedural Status & Structural Nullity; Section 2 – Methodological

Flaws & Evidential Deficit of the MR2; Section 3 – Granular Micro-Market Deconstruction of the Three Comparables; Section 4 – Technical Misinterpretation of Rightmove Analytics; Section 5 – The Fallacy of Internal Cross-Tenancy Comparisons; Section 7 – Summary & Determination Sought; Section 8 – Appendix; and Section 9 – References.

32. Of Mr Rabbani's MR3, the Tribunal expands on and discusses two submissions, being his contention that the Respondent's form MR2 is invalid, and his critique of the Respondent's comparable lettings evidence.

33. <u>Validity of the Respondent's MR2</u>: in short, Mr Rabbani says the landlord's MR2 is invalid, as it has been submitted by a person unauthorised to do so. The Tribunal is directed to Note 1.5 of the Form MR2, and to rule 14 of The Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013 ('the 2013 Rules). In addition, the Tribunal has been provided with a copy of an email sent by the Tribunal to Mrs Grayson dated 1 July 2026 to explain the next steps of the application, and that if either party appoints a representative to act on their behalf before the Tribunal, they must comply with rule 14 of the 2013 Rules.

34. To comply with rule 14 of the 2013 Rules, either the landlord of the property must sign the MR2 form, or the legal landlord must use the template below to provide written confirmation that the representative may act on their behalf in Tribunal proceedings. A template headed 'RULE 14 TEMPLATE' is set out in the email. The applicant, Mr Rabbani, is copied into the email.

35. <u>Critique of the Respondent's comparable lettings evidence</u>: Mr Rabbani has provided the Tribunal with detailed critiques of each of Mr Cartwright's comparable lettings submitted. His critiques include screenshots and photographs of each to support his submissions. The main points of each are, in outline, as follows:

    1. Garnier Street – factually and statistically invalid due to extreme systemic variation in material utility. The screenshots show an in-room tea/coffee station and kitchenette facility, a communal open-plan lounge, and the landscaped private garden/outdoor dining area – premium features entirely absent from Room 5.

    2. Victoria Road North – the room benefits from direct access to a private conservatory. The screenshots show the private conservatory with direct garden access, the wider shared garden, and the communal dining hall and utility area – similarly with the above, premium features not provided at Room 5.

3. Milton Road – the property fails on three independent grounds, (1) geographic disconnect, (2) material asset mismatch, and (3) three years' market rejection. The screenshots show the in-room kitchenette with integrated fridge and freezer, and the full property refurbishment description – similarly features not provided at Room 5.

The landlord

36. On behalf of the landlord, Mr Cartwright says he served the section 13 notice of increase referred to the Tribunal by the tenant. Mr Cartwright goes on to say he agrees with the details of the tenancy given by Mr Rabbani.

37. At section 2.3, Mr Cartwright says he does agree with the tenant's description and supporting documents provided with his application, in outline, as follows: (1) all of the rooms in the house are of similar size, (2) tenants in the house are already paying £795 pcm, so fair comparables, (3) bills are included, due to increased costs we feel a fair increase, and (4) comparables attached.

38. Mr Cartwright goes on to say he does not agree with the rent proposed by the tenant in his application; and the landlord wishes to charge the rent proposed in the section 13 notice.

39. Mr Cartwright has attached a 'Best Price Guide' for the period from 1 January 2026 to 23 July 2026, within one mile of the PO4 0AY postcode. In outline, as follows:

    Garnier Street, Portsmouth – one-bedroom house share, large furnished double bedroom, en-suite, modern throughout, marketed to let at £800 pcm in March 2026, let agreed.

    Victoria Road North, Southsea – one-bedroom house share, fully furnished, en-suite, ground floor, private garden, marketed to let at £800 pcm in April 2026, let agreed.

    Milton Road, Portsmouth – one-bedroom house share, modern and stylish throughout, ground floor, en-suite, communal kitchen, communal garden, marketed to let at £795 pcm from June 2023 to June 2026, let agreed.

Determination and Valuation

40. 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.

41. The Tribunal is required to determine the validity of the landlord's (the Respondent's) form MR2 submitted by Mr Cartwright. In his submissions, Mr Rabbani has directed the Tribunal to Note 1.5 of form MR2 and rule 14 of the 2013 Rules. It is necessary for the Tribunal to outline the relevant provisions.

42. Section 1.5 of form MR2 is 'Details of landlord's representative or letting agent (if any)'. Its Note 1.5 says: 'A representative is someone you want to represent you in dealing with the tribunal. If you appoint a representative, the tribunal office will correspond only with your representative. If you are completing this as a representative, then you must send with the application, confirmation from the landlord that you are instructed to act on their behalf.'

43. Rule 14 of the 2013 Rules is 'Representatives.' Rule 14(1) says a party may appoint a representative (whether legally qualified or not) to represent that party in the proceedings. Rule 14(2) goes on to say, if a party appoints a representative, that party must send or deliver to the Tribunal and to each other party written notice of the representative's name and address.

44. Under the heading 'Non-compliance with Note 1.5 and Rule 14', Mr Rabbani says, inter alia, Mr Cartwright, as agent or representative, has not met the mandatory threshold requirement under rule 14(2) of the 2013 Rules. It is not necessary to expand on what Mr Rabbani says thereafter, suffice to say he requests the Tribunal strike out the non-compliant submissions under procedural default rules.

45. Under the heading 'The Pre-Existing Terms of Business Cannot Cure the Rule 14 Default', Mr Rabbani explains that the Tribunal, on receipt of the landlord's MR2 form from Ms Spearman of LetCo, said it was unable to process the same without confirmation that you have been appointed to act on behalf of the landlord. In reply on 24 July 2026, LetCo sent a copy of their April 2025 Terms of Business with Mrs Grayson as their purported Rule 14 authorisation. Mr Rabbani includes a copy of LetCo's Terms of Business at his section 8: Appendix, under 8.6.

46. Mr Rabbani submits the provision of the Terms of Business as authority to represent the landlord in these proceedings fails on three grounds: (1) statutory non-compliance, (2) a breach of the Case Officer's directions, and (3) a lack of judicial mandate. It is not necessary for the Tribunal to expand on Mr Rabbani's submissions with respect to each of these.

47. There is no evidence before this Tribunal that Mrs Grayson has met the requirements of rule 14(2), despite having been assisted and directed to do so by the Tribunal, see paragraphs 33 and 34 above.

48. Mr Rabbani says Mr Cartwright has not met the mandatory threshold under rule 14(2). As Mrs Grayson has not completed the Rule 14 Template to which she was directed to, Mr Cartwright has not been authorised to represent her in these proceedings.

49. The Tribunal notes, and as Mr Rabbani points out, section 14(2) is mandatory. The party 'must send or deliver' written notice of representation, with the representative's name and address. It is not that Mrs Grayson has not returned the Tribunal's rule 14 template given in its email dated 1 July 2026; there is no requirement to adopt a prescribed form. It is that there is no evidence before the Tribunal that Mrs Grayson has appointed Mr Cartwright to represent her in these proceedings. It is not necessary for the Tribunal to discuss the further points made by Mr Rabbani with respect to the status of the landlord's form MR2.

50. Following the above, a Tribunal would have no difficulty to agree to Mr Rabbani's request for the Tribunal to strike out Mr Cartwright's submission (his form MR2) in this application; however, the Tribunal believes it is necessary to refer to the email sent to Mr Rabbani and copied to LetCo, dated 4 August 2026. In that email it was confirmed a Tribunal Legal Officer had reviewed the document received from the respondent (being the Terms of Business) and had deemed 'it acceptable as a Rule 14', which this Tribunal understands to mean the provision of the Terms of Business meet the requirement under rule 14(2), although the Terms of Business provided which lists LetCo's services, there is neither inclusion to represent the landlord at a Tribunal, nor to represent the same in these proceedings per se.

51. The Tribunal turns to the submissions on the rental value to be determined, for which Mr Rabbani has given his comparable lettings evidence to support his case that the rental value is to remain at the current level of £750 pcm.

52. In his MR2 Mr Cartwright has given comparable lettings evidence to support his case that the market rent is £795 pcm. Mr Rabbani has given critiques on each of Mr Cartwright's comparable lettings to show the different features of each from the subject property.

53. Applying the specialist knowledge of the Tribunal, considering the comparable evidence before it and relying on its own expert, general knowledge of rental values in the area, the Tribunal finds the evidence submitted by Mr Rabbani to be more realistic. It has considered the evidence submitted by Mr Cartwright but finds the evidence submitted by Mr Rabbani more persuasive.

54. The Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £750 per calendar month, to include 'bills'. 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, carpets, with an en-suite shower room/WC or bathroom/WC, and with access to the communal facilities associated with properties of this nature.

55. From Mr Rabbani's submissions, which includes the photographs provided, the Tribunal has concluded no adjustment is required to its determination of the market rent.

56. Rule 3 of the 2013 Rules is the overriding objective and parties' obligation to co-operate with the Tribunal. It says, inter alia: the overriding objective of the rules is to enable the Tribunal to deal with cases fairly and justly (rule 3(1)); to deal with a case fairly and justly includes - dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal (rule 3(2)(a)); avoiding unnecessary formality and seeking flexibility in the proceedings (rule 3(2)(b)); and, avoiding delay, so far as compatible with proper considerations of the issues (rule 3(2)(e)).

57. Rule 8(1) of the 2013 Rules says an irregularity from a failure to comply with a direction does not itself render void the proceedings or any step taken therein. Rule 8(2) gives the Tribunal the authority to take such action as it considers just, which includes at subsection 8(2)(e) to bar or to restrict a party's participation in the proceedings. In these circumstances to exclude the landlord's form MR2 from the Tribunal papers.

58. Following what it says at paragraph 50 above, as the parties had been informed Mr Cartwright's form MR2 had been admitted as evidence, if the Tribunal were to consider Mr Rabbani's request for the Tribunal to strike out (to bar) Mr Cartwright's form MR2 given on her behalf, Mrs Grayson should be given the opportunity to give make written representations in reply.

59. At paragraph 53 above the Tribunal says it has considered Mr Cartwright's evidence. The Tribunal finds the evidence submitted by Mr Rabbani to be more realistic and has gone on to determine the market rent at the sum proposed by him. It would serve no purpose for Mrs Grayson to make representations on the status of Mr Cartwright's form MR2 as the Tribunal has considered its contents, in terms of valuation. Accordingly, to meet its overriding objective, as outlined in paragraph 56 above, the Tribunal has concluded to proceed to give its decision.

Undue Hardship

60. 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 case of undue

hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.

61. Mr Rabbani has not suggested that a rent increase would cause him undue hardship.

62. As a result of our decision the rent remains unaltered at £750 per Calendar Month. Accordingly, the Tribunal has no difficulty to determine Mr Rabbani will not suffer hardship within the meaning of the legislation.

Decision

63. Therefore, the Tribunal determines the open-market rent at £750 (Seven Hundred and Fifty Pounds) per Calendar Month with effect from 30 July 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.