

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00MS/MNR/2026/0174
Property	6 Lisbon Road, Southampton, Hampshire SO15 3DG
Tenant	Avina Estrocio & Lennon Vas
Tenant's Representative	n/a
Landlord	Rachel Adams
Landlord's Address	73 The Avenue, Southampton, Hampshire, SO17 1XS
Landlord's Representative	Charters Estate Agents
Date of Application	29 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Gethin – Chair Mr S Hodges FRICS
Date of Decision	5 September 2026
Rent Determined	Withdrawn
Date the new rent takes effect	Withdrawn

REASONS FOR THE DECISION

Background

1. On 16 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200.00 per calendar month (pcm) in place of the existing rent of £1,100.00 pcm to take effect from 30 May 2026.
2. On 29 May 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 assured tenancy commenced on 30 May 2025 for a term of 24 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

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

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

5. None.

Liability for Council Tax

6. The Tenants are 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.

7. None.

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a 2-bedroom terraced house, with a living room, dining room, kitchen and a bathroom.

Tribunal Rules

10. Rule 22(3) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules") provides:

Withdrawal 22. —

(1) Subject to paragraph (2), a party may give notice of the withdrawal of its case, or any part of it—

(a) orally at a hearing; or

(b) by sending or delivering to the Tribunal a written notice of withdrawal.

- (2) *A written notice of withdrawal must—*
 - (a) *be signed and dated;*
 - (b) *identify the case or part of the case which is withdrawn;*
 - (c) *state whether any part of the case, and if so what, remains to be determined;*
 - (d) *confirm that a copy of the notice of the withdrawal has been provided to all other parties and state the date on which this was done;*
 - (e) *include the written consent of any of the other parties who have consented to the withdrawal.*
- (3) *Notice of withdrawal will not take effect unless the Tribunal consents to the withdrawal.*
- (4) *The Tribunal may make such directions or impose such conditions on withdrawal as it considers appropriate.*
- (5) *A party which has withdrawn its case may apply to the Tribunal for the case to be reinstated.*
- (6) *An application under paragraph (5) must be made in writing and be received by the Tribunal within 28 days after—*
 - (a) *the date of the hearing at which the case was withdrawn orally under paragraph (1)(a); or*
 - (b) *the date on which the Tribunal received the notice under paragraph (1)(b).*
- (7) *The Tribunal must notify each party in writing of a withdrawal under this rule.*
- (8) *Any party may, within 28 days after the date of receipt of notification by the Tribunal under paragraph (7), apply for a case, or part of a case, which has been withdrawn under this rule to be re instated.*

Evidence

11. The Tenants had submitted the Tribunal's MR1 application form.
12. On receiving the application from the Tribunal, the Landlord informed the Tenants and the Tribunal that she had not sought an increase.
13. The notice of increase had been served on 16 April 2026 which is during the initial fixed term which does not expire until 29 May 2027. It appears that the Landlord's agent had sent a notice of increase during the fixed term by mistake and without the Landlord's instructions.

Application to withdraw

14. The Landlord emailed the Tribunal on 6 August 2026 at 2:25pm stating that the rent had not been raised. The Tribunal forwarded that email to the parties at 3:15pm enclosing a copy of the *Withdrawal 1* form for the Tenants to complete.
15. The Tenants sent an email in reply to the Tribunal and the Landlord on 6 August 2026 at 5:17pm stating that in light of the Landlord having previously confirmed to them that she did not seek to increase the rent, they had already sent an application to withdraw, but that they would re-submit their application to withdraw form.
16. The Landlord did not respond.
17. Although we have been unable to locate the Tenants' completed *Withdrawal 1* form, we accept the Tenants' email to be to that effect since it meets the requirements of rule 22(2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules"). The Tribunal accepts digital signatures on forms by printing the applicant's name; we accept the

sending of an email amounts to the same effect on this occasion. The Landlord was copied into the email so had notice of the Tenants' withdrawal.

18. The Tenants sought to withdraw. The Tribunal alone needs to consent to the application to withdraw. The Landlord was informed but is not party to such. The Tribunal herewith confirms the application as withdrawn.

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.