	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**HAV/00HX/MNR/2026/0044**
Property	**Room 1** **4 Park Lane** **Swindon** **Wiltshire** **SN1 5HG**
Tenants	**Mr V & Mrs J Ibanescu**
Tenant's Representative	**None**
Landlord	**Mr N Slade**
Landlord's Address	**39 Meadow Drive** **Bembridge** **Isle of White** **PO35 5XU**
Landlord's Representative	**None**
Date of Application	**24th February 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**I R Perry FRICS** **Mr S J Hodges FRICS**
Date of Decision	**27th July 2026**
Rent Determined	**£650 per calendar month**
Date the new rent takes effect	**1st March 2026**

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REASONS FOR THE DECISION

Background

1. On 30th January 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £800 per calendar month ("pcm") for the Property in place of the existing rent of £625 pcm to take effect from 1st March 2026 (the valuation date).

2. On 24th February 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 1st March 2024 at a rent of £625 pcm.

Allocation of Repairs between Landlord and Tenant.

4. The Landlord is responsible for repairs.

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 Landlord 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.

7. The Landlord is responsible for all utility costs, including central heating. Broadband is not included.

Hearing

8. A video hearing was held on Monday 27th July 2026 at 12.30pm.

The Property

9. The Tribunal inspected the property on Monday 25th July 2026 at 10.30 am. Mr & Mrs Ibanescu were present. A Mr Williams attended on behalf of the Landlord, describing himself as responsible for maintenance of the building.

10. The Property comprises a ground floor, bay fronted living space open to an inner space used as a bedroom. The overall measurement is stated to be 7 metres x 2.83 metres and includes a small shower room and toilet with wc and washbasin, all within a 3-storey house in multiple occupation.

11. The only window is within the front bay and there is an extractor fan from the toilet.

12. Within the building there is a shared kitchen. There is a small front garden and a paved area to the rear opening to parking space for several cars on a first come first served basis. Heating and hot water are supplied from a gas boiler.

13. The building is on a busy road through Swindon but faces GWR Park. There is a wide range of amenities within Swindon.

Evidence

14. The Tenants provided an R1 application form with supporting photographs. The Landlord provided a Rents Form 1A (unsigned and undated) and supporting documents. The Tenants then provided a further statement in reply.

15. Any personal circumstances of either party are not to be considered or taken into by the Tribunal.

Tenants.

16. The Tenant made the following submissions/comments:

    a) The Tenants aver that the Notice of rent increase is invalid as it was sent to an email address no longer used by Mr Ibanescu, and that it should have been issued by Mr Brian Andrews who is named as landlord in the tenancy agreement.
    b) Mr Ibanescu painted the front of the house, constructed a porch to the rear and cleans the ground floor common areas including the kitchen.
    c) Mr Ibanescu maintains that he only occupies one room as the inner space is not capable of being let separately.
    d) Mr Ibanescu states that his room is subject to mould caused by dampness, that there is a hole in the ceiling, that plasterwork in his room is defective, that the kitchen appliances are old, and that there is no tumble drier provided.

e) A copy of the Tenancy Agreement was supplied, signed by Mr Andrews as Property Manager and stating that "the Landlord's address for notice is Mr Brian Andrews". Within the agreement the email for the Tenants is given as ibanescu.vasile@yahoo.com.
f) The Notice of rent increase is from Nick Slade and was sent with a covering letter on 30th January 2026 to Mr and Mrs Ibanescu. The Notice itself was undated.
g) Photographs show a hole in a ceiling which appears to be within the kitchen, damp on a wall causing effervescence, a leaking rear roof, defective plaster at the side of the front bay, and some mould growth.
h) The property is subject to rats.
i) The Property is classified as HMO/room accommodation.
j) Comparables for the property are let between £600 pcm and £750 pcm but would all be in better condition.

The Landlord

17. The Landlord made the following submissions/comments:

a) A floorplan of the building is provided and that the space within the room offers separation between living and bedroom space that is greater than a single room let. The Tenants also have en-suite shower and toilet facilities.
b) Market evidence shows that larger rooms let for £700-£750 pcm, studios £800-£900 pcm and one-bed flats £850-£900pcm.
c) The maintenance issues raised by the Tenants in their application have been addressed. One bay window had been replaced with a modern upvc unit.

The Hearing

18. An on-line hearing was held at 12.30pm on 27th July 2026 using the Tribunal CVP system. A Mr Heneghan was observing as an advisor to Mr Slade.

19. Mr Slade explained that he went by the initials I Slade and N Slade and the he and Mr Andrews were joint owners of the building and they needed to increase rents in order to achieve a sale.

20. Mr Slade and Mr Ibanescu had been work colleagues in the past. The Notice had been sent electronically to an old email address which Mr Ibanescu does not routinely use. Mr Ibanescu had found the email in time to allow him to raise an objection to the new rent.

21. Mr Ibanescu stated that he had not suffered any prejudice by the Notice having been sent to another email address. He stated that the kitchen ceiling has been repaired using plywood sheet.

22. The old email address had not been discontinued so the Notice had not bounced back to Mr Slade.

23. The inner space had been let as a separate letting space in the past.

24. Mr Slade stated that it is an old property and he effects repairs as and when necessary.

Determination and Valuation

25. The Tribunal first considered whether the Notice of rent increase was valid. Had it been served correctly?

26. The Notice had been sent with a dated covering email to an active email address previously used for communication between Mr Slade and Mr Ibanescu.

27. Mr & Mrs Ibanescu were aware that Mr Slade was a partial owner of the building. The name and address for Mr Andrews was included within the Tenancy Agreement for the Tenants to serve any notices on the landlord but did not specifically say that Mr Andrews was the sole landlord.

28. The Tribunal determines that as the Notice was attached to a signed and dated letter which was sent to an email address used between Landlord and Tenant then it is in the prescribed form and therefore valid.

29. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Parties the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £750 pcm. 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 white goods, flooring, curtains, utilities and decent communal facilities provided by the landlord.

30. However, the property is not in sufficiently good condition. At the valuation date the Property, including common areas, was affected by mould, damp, defective plaster and water leaks. Accordingly the Tribunal determines that the rent of £750 pcm should be reduced by £100 pcm to reflect its condition.

Market rent **£650 pcm**

Undue hardship

12. 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.

13. The Tenant has made no submission or provided any evidence that the new rent will cause undue hardship in respect of hardship.

Decision

14. Therefore, the Tribunal determines the market rent at £650 per calendar month with effect from 1st March 2026, this being the date specified in the Notice.

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.