

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00MS/MRA/2026/0046
Property	Flat 1 1 Archers Road Southampton SO15 2LQ
Tenant	Miss Rebekah Ellis
Tenant's Representative	None
Landlords	Dr A I Lechi & Mrs Ngoc Tuyet Lechi
Landlords' Address	3 Copley Park London SW16 3DE
Landlord's Representative	Countrywide
Date of Application	26th July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS S Johnson
Date of Decision	17th September 2026
Rent Determined	£1,185 per calendar month
Date of Valuation	17th September 2026
Date the new rent takes effect	28th September 2026

REASONS FOR THE DECISION

Background

1. On 23rd June 2026 the Landlord's Agent served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,350 per calendar month (pcm) in place of the existing rent of £1,300 pcm to take effect from 28th August 2026.
2. On 26th July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 28th September 2024. 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. Dining Room table and chairs, sofa, tv bench, 2 wardrobes, double bed, 2 chests of drawers, bedside table, single bed.
6. The rent includes water rates.

Liability for Council Tax

7. 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.

8. None.

Hearing

9. Neither party requested an oral hearing.

The Property

10. The property is described as a ground floor flat comprising a living room, kitchen, 2 bedrooms and bathroom. The accommodation has gas-fired central heating, double glazed windows, a shared garden and an allocated parking space.
11. The Property is within a 4-storey modern block of flats in a residential area north of the centre of Southampton.

Evidence

12. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply). The Tenant supplied photographs as evidence.
13. The Tenant's MR3 was received by the Tribunal on 10th September with a Case Management Application for the Tribunal to admit the MR3 and associated papers outside the prescribed timeframe. The reasons given related to the Tenant's health and wellbeing.
14. Applying the overall objective of the Tribunal to deal with matters fairly and justly pursuant to Rule 3 of the Tribunal procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and in accordance with Rule 6(3)(a) the Tribunal is satisfied that it is reasonable to extend the time for compliance with the time strictures to allow the Tenant to submit her MR3.

The Tenant

15. The Tenant made the following comments:
 - a) There are items of disrepair including structural rising damp and moisture ingress, cracked plaster and peeling paint, walls are discoloured by mould, ripped cushions, broken blinds and heavily worn carpets.
 - b) Comparable flats nearby are listed at £ 1,200 pcm in good condition.
 - c) Particulars of flats with asking rents of £1,225 pcm to £1,250 pcm were provided.
 - d) The Tenant lists a number of personal issues, including a diagnosed lung condition, evidenced by a clinician's letter.
 - e) The proposed rent increase would cause hardship due to financial strain.
 - f) Photographs demonstrate dampness affecting clothing.
 - g) Correspondence which shows the damp-proof course has been compromised.
 - h) A claim that the Landlords had failed to maintain the property for many months, evidenced by correspondence.

The Landlords

16. The Landlords' Agent made the following comments:

- a) A property visit report dated 13th August 2026 was provided stating that the property was maintained to a good standard by the tenant, carpets are heavily worn and coming away from threshold bars. The paint on the walls are discoloured and flaking, window blind slats are missing.

Determination and Valuation

- 17. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
- 18. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,300 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same good general condition as the comparable properties.
- 19. The Tribunal is satisfied from the Tenant's photographs, the correspondence relating to the reported damp and water ingress, and the Landlord's inspection report dated 13 August 2026 that damp and mould growth, poor decorative condition, worn carpets and defective window blinds were present at the valuation date. The Tribunal has therefore made appropriate deductions from the market rent of the Property in good order to reflect those defects.
- 20. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Worn carpets
 - b) Poor decoration
 - c) Defective window blinds
 - d) Damp and mould growth

The full valuation is shown below:

Starting Rent

£ 1,300 pcm

Less

a)	Items given under a) above	£ 25.00
b)	Items given under b) above	£ 25.00
c)	Items given under c) above	£ 15.00
d)	Items given under d) above	<u>£ 50.00</u>

Open-Market Rent

£ 1,185 pcm

Undue hardship

21. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has discretion to fix a later starting date up to two months after it makes its determination.
22. 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 of personal health and family issues.
23. The Landlord did not respond to the Tenant's application for postponement due to hardship.
24. The Tribunal accepts that the Tenant faces personal and health challenges. However, the rent determined by the Tribunal (£1,185 pcm) is substantially below the rent proposed in the notice (£1,350 pcm). The evidence does not demonstrate that payment of the determined rent from the statutory commencement date would cause undue financial hardship. Accordingly the Tribunal declines to postpone the commencement date.

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 after 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.