	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**HAV/43UD/MRA/2026/0038**
Property	**Flat 6, The Grange** **66 Grange Road** **Guildford** **Surrey** **GU2 9PZ**
Tenant	**Elizabeth Kendall Weiss**
Tenant's Representative	**None**
Landlord	**Emily Jane Henderson**
Landlord's Address	**Station House, White Lane** **Ash Green** **Aldershot** **Hampshire** **GU12 6HQ**
Landlord's Representative	**Seymours Lettings & Management**
Date of Application	**18th 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	**£1,275 per calendar month**
Date of Valuation	**17th September 2026**

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Date the new rent takes effect	**3rd October 2026**

REASONS FOR THE DECISION

Background

1. On 28th May 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 £1,275 per calendar month (pcm) in place of the existing rent of £1,225 pcm to take effect from 3rd August 2026.

2. On 18th 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 3rd May 2025 at a rent of £1,225 pcm. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In her application form the Tenant has indicated that she considers the Landlord's notice is invalid as it was not by the Landlord in person.

5. The Tenant contended that the notice was invalid because it had not been signed personally by the Landlord. The Tribunal has considered the notice together with the parties' submissions. The relevant provisions of the Housing Act 1988 permit a notice under section 13 to be signed by either the landlord or the landlord's authorised agent. In this case the notice was signed by the Landlord's managing agent. The Tribunal is therefore satisfied that the notice was validly executed and served.

Allocation of Repairs between Landlord and Tenant.

6. 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.

7. None

Liability for Council Tax

8. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

9. Neither party requested an oral hearing.

The Property

10. The Property is stated to be a first floor flat and is within a period building of some 12 flats in total situated in an established residential area on the north side of Guildford.

    Property: The accommodation includes a living room, kitchen, bedroom, bathroom with bath and washbasin, separate toilet with WC and washbasin.

    Outside: The property has communal gardens, unallocated parking, and an unsecured communal bike store.

Evidence

11. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply). Both Parties provided photographs of the property.

The Tenant

12. The Tenant included the following comments:

    a) The rent should be limited to £1,150 pcm.
    b) The Tenant is not responsible for maintaining the gardens or contributing to the cost. She does not have access to the whole garden.
    c) A neighbouring ground floor flat has been advertised at £1,250 pcm.
    d) Other 1-bedroom flats are advertised at rents ranging from £675 pcm to £1,250 pcm.
    e) The flat is a 50-minute walk from the town centre.
    f) The Tenant is not guaranteed a parking space.
    g) The flat does not have a tumble dryer.
    h) There has been a historic leak, now repaired, but the plumber has raised the possibility of some mould beneath a raised floor.
    i) The Tenant is at an unfair disadvantage in making her case as she does not have access to the same information as the Landlord's Agent.

j) The proposed increase would cause her hardship as approximately 50% of her income is spent on rent.

The Landlord

13. The Landlord included the following comments:

a) The Tenant does have access to the whole garden.
b) A floorplan is provided.
c) The Property was redecorated just before the Tenant moved in.
d) Her Agent suggested a new rent of £1,350 pcm and has let comparable flats for £1400 pcm to £1,550 pcm.
e) The Tenant should have considered that the rent was likely to increase over time.
f) The Property is well situated and there is a regular bus service to the town centre.
g) The comparables quoted by the Tenant are inferior to the Property or lack the same amenities.
h) A tumble dryer is not usually provided in a rented property. There is internal clothes drying rack and the landlord has also provided a dehumidifier.
i) The raised floor in the bathroom is caused by boards expanding as a result of the leak, which has now been repaired.
j) The Grange is an attractive period building.

Determination and Valuation

14. 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 be let in the open market by a willing landlord at the beginning of the new period specified in the Landlord's notice. Any improvements carried out by the Tenant and any deterioration attributable to a failure by the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy and the personal circumstances of the Landlord are not relevant to the assessment. The personal circumstances of the Tenant are only relevant insofar as an application based upon undue hardship has been made.

15. The Tribunal carefully considered the evidence provided by both parties. It found that a number of the properties relied upon by the Tenant differed materially from the subject Property in terms of location, accommodation, size, condition or amenities and were therefore of limited assistance. Equally, the Tribunal did not regard all of the properties relied upon by the Landlord as directly comparable to the subject Property.

16. Having regard to the condition of the Property at the commencement of the tenancy, the photographs, the written submissions of both parties, the rental evidence produced and its own knowledge and experience of the local rental market, the Tribunal considers that the open market rent of the Property is £1,275 per calendar month.

17. The Tribunal considers that this figure appropriately reflects the Property's condition, accommodation and amenities whilst recognising that some of the rental evidence relied upon by the Landlord relates to properties capable of commanding higher rents than the subject Property.

18. Accordingly, the Tribunal determines the rent at £1,275 per calendar month, such rent to take effect from 3 October 2026, being the first new period of the tenancy commencing on or after the date of the Tribunal's determination.

Undue hardship

19. 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 a discretion to fix a later starting date up to two months after it makes its determination.

20. The Tenant requested that the Tribunal exercise its discretion on the basis that approximately half of her income is spent on rent and that the increase would place her under financial pressure.

21. Whilst the Tribunal accepts that the Tenant has raised concerns regarding affordability, no documentary evidence of income, expenditure or financial commitments has been provided in support of the application. The Tribunal therefore has limited evidence upon which to assess the extent of any hardship.

22. The threshold for demonstrating undue hardship is high. Having regard to the limited evidence before it, and noting that the increase determined is relatively modest, the Tribunal is not satisfied that undue hardship has been established. The Tribunal therefore determines that the new rent should take effect from the beginning of the first new period of the tenancy commencing on or after the date of this determination and does not fix a later starting 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.