	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/43UM/MRA/2026/0053**
Property	**71 Park Road, Woking, GU22 7DH**
Tenant	**Astrid Szigeti**
Tenant's Representative	
Landlord	**Gordon Douglas Hill and Gaynor Yvonne Mather**
Landlord's Address	**26 Leishman Views, Wellesley, Aldershot, Hampshire, GU11** **4EW**
Landlord's Representative	**Kelly Watters, Seymours Lettings Woking**
Date of Application	**31 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge Bowden** **Tribunal Member Mr N Robinson FRICS**
Date of Decision	**28 October 2026**
Rent Determined	**£4,250 per calendar month**
Date of Valuation	**27 October 2026**
Date the new rent takes effect	**14 November 2026**

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REASONS FOR THE DECISION

Background

1. On 12 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £4,500 in place of the existing rent of £4,250 per calendar month (pcm) to take effect from 14 August 2026.

2. On 31 July 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 Tenant's referral was received by the Tribunal on the same date it was referred.

4. The assured shorthold tenancy commenced on 14 August 2024, for a term of 24 months. The rental period is monthly. Rent is payable monthly. Following the amendments introduced by the Renters' Reform Act 2025, the tenancy became a periodic assured tenancy with a monthly rent period (Housing Act 1988, s. 4A).

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

5. The Tenant agreed that the notice served was valid.

Allocation of Repairs between Landlord and Tenant.

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

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

7. No services are provided under the tenancy.

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.

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

9. There were no other terms in the tenancy agreement relevant to market rent determination.

Hearing

10. Neither party requested an oral hearing.

11. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

Inspection

12. There was no inspection. The Tenants indicated on Form MR1 that they did not think an inspection was required. The Landlord indicated in the MR2 that it was agreed that an inspection was not necessary.

The Property

13. The Property is located in Woking, Surrey and is situated in a suburban location and is a detached house. The accommodation is as follows:

Property:	Open plan kitchen breakfast Living room Study Drawing room Dining room 5 bedrooms (3 en suite) 4 bathrooms and a downstairs WC
Outside:	Detached double garage Garden
Furniture:	Not included
Furnishings and flooring:	Carpets and curtains/blinds included
Appliances:	Includes kitchen appliances
Heating and thermal efficiency:	Central Heating Double glazing

Improvements

14. The Tenant states they are unsure if they have made improvements.

Evidence

15. The Tribunal carefully considered the MR1 (Tenant) and MR2 (Landlord) and attachments provided by the parties, along with relevant correspondence provided to it in the hearing bundle.

16. The Tenant did not complete the MR3.

The Tenant

17. The Tenant provided:

    a. Form 4, tenancy agreement, and the brochure for the subject property.

18. The Tenant made the following comments:

    a. They thought the open market rent should be £4,000.

    b. One of the ensuite bathrooms is unusable because the shower doors have been broken since the start of the tenancy. The Tenant states that this was reported within the first few days of occupation but remains unresolved.

    c. The detached double garage allegedly contains substantial quantities of the Landlord's personal possessions. The Tenant says these items were not mentioned in the tenancy agreement and that she had been assured the garage would be completely cleared before the tenancy commenced. She contends that she is therefore not receiving the full benefit of the garage space.

    d. Blinds in a front-facing bedroom were broken from the outset of the tenancy and, according to the Tenant, took approximately five months to replace. The Tenant states that the room was intended for her young daughter but lacked privacy because it faces a main road, rendering it unusable during that period.

    e. The Tenant argues she is not getting the space she is paying for, despite repeatedly raising these issues with the letting agent.

19. The Tenant did not provide comparable properties.

20. Evidence shows the blinds have been replaced.

The Landlord

21. The Landlord provided:

    a. MR2 - Continuation Sheet and Question 2.3 - Landlord's Response, garage photos, proof of delivery, photos of en suite shower, MR2 - Addendum to Question 2.5, and a schedule of comparable rental evidence.

22. The Landlord made the following comments:

a. The issues raised by the Tenant, including the shower door, bedroom blinds and storage of items in the garage, do not justify a reduction of £500 pcm from the proposed rent and do not materially affect the property's market rental value.

b. The Tenant continues to enjoy occupation of a substantial detached family home with garden, parking and garage facilities, and the rent proposed reflects the market rent that would be achieved on a letting in the open market.

c. **Shower:** the Landlord agreed this is an issue, although a date is not specified. The tenancy started in August 2024, and as at October 2026, the Landlord says steps are being taken to rectify the enclosure.

d. **Garage:** it is agreed that Landlord items remain on the garage – but it is argued that the Tenant is not deprived of all the space.

e. **Blinds**: the Landlord states these were replaced and did not result in a total loss of privacy.

23. The Landlord provided a table of 13 properties – these do not have links or any details e.g the number of bedrooms or bathrooms, nor are there images, and the table does not specify the source of the property information. The Tribunal is unable to research each of the 13 properties in order to ascertain if what is listed is relevant.

24. Separately, the Landlord includes some property particulars. The Landlord's comparable evidenced properties are summarised below:

Property	Features	Evidence	Rent pcm	Treatment by the Tribunal
Subject property	5 bed 4 bath Detached house Double garage Garden		£4,250 £4,000 Tenant position £4,500 Landlord position	
a. Ripley	Very Well-Presented Detached Bungalow * Four Bedrooms * Two Modern Bathrooms * Stunning Kitchen/Breakfast Room * Separate Reception Room * Large Private Garden * Utility Room * Fitted Wardrobes * Ripley	Seymours	£4,950	A chalet style bungalow, therefore, not a direct comparable. No postcode was provided so the Tribunal was not able to

	Village Location * Council Tax Band E			consider location. Overall of limited use.
b. Hook Heath	Five Bedroom Detached House * Gated Community of Five Homes * Gardener included * Three Bathrooms & Downstairs W/C * Spacious Kitchen/Diner * Three Reception Rooms * Utility Room * Large Rear Garden * Double Garage * Driveway Parking	Seymours	£4,500	This was a comparable property on the face of it, however there is no postcode so the Tribunal was not able to consider location. Overall of limited use.
c. Woking	* Five Generous Sized Bedrooms * Three En-Suite Bathrooms * Family Bathroom * Two Receptions Room * Stunning Open Plan Kitchen * Front And Rear Gardens Are Landscaped To A High Standard * Modern Home Offering Secondary Heating From Solar Roof Panels * EPC B *	Seymours	£5,000	This property had the benefit of solar roof panels – which the subject property does not. No postcode was provided so the Tribunal was not able to consider location. Overall of limited use.
d. Woking	* Luxury Finished Detached Executive House In A Private cul De Sac * Five Good Sized Bedrooms With The Master Bedroom Having Both An En-Suite Bathroom And Dressing Room * Three Bathrooms * Grand Double Height Reception Hall * Stunning Open Plan Vaulted Kitchen/Dining/Family Room * Boot Room * Drawing Room * Study * Double Garage * Landscaped Gardens * Sought After Private Location			Property of a higher spec e.g private location, double height reception hall. No postcode was provided so the Tribunal was not able to consider location, This was not a comparable property based on the information available.

Determination and Valuation

25. 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.

26. Relying on its expertise, knowledge of rental values in the locality, and the comparable evidence provided by the parties, the Tribunal considers that the market rent of the property in good repair and condition with the same items being provided by the Landlord would be £4,500 pcm.

27. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a. Lack of and delay to the repair and maintenance of the en suite shower and the Tenant being deprived of the sole use of the garage.

28. The full valuation is shown below:

Starting Rent			**£4,500 pcm**
Less			
	a)	Items given under 2727a. above	£250 pcm
		Subtotal	£250 pcm
Market rent for the Property			**£4,250 pcm**

Undue hardship

29. 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.

30. The Tenant did not raise undue hardship.

Decision

31. The Tribunal determines the new rent amount at £4,250 per calendar month with effect from 14 November 2026, as this is lower than the proposed rent of £4,500 per calendar month.

Name: Tribunal Judge Bowden **Date:** 28 October 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.