	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/24UG/MRA/2026/0072**
Property	**15 Fir Close, Fleet, Hampshire, GU51 3YU**
Tenant	**Alan Tarsey and Alejandra Brome Brito**
Tenant's Representative	
Landlord	**Marian Mottershead**
Landlord's Address	**293 Fleet Road, Fleet, Hampshire, GU51 3BT**
Landlord's Representative	**Charlotte Noel, Haart of Fleet**
Date of Application	**12 August 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 M Woodrow MRICS**
Date of Decision	**29 October 2026**
Rent Determined	**£1,650 per calendar month**
Date of Valuation	**19 October 2026**
Date the new rent takes effect	**25 November 2026**

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REASONS FOR THE DECISION

Background

1. On 22 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,650 in place of the existing rent of £1,425 per calendar month (pcm) to take effect from 25 August 2026.

2. On 12 August 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 25 July 2025, for a term of 36 months. The rental period is monthly.

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.

10. It was noted that within the 36-month agreement the following clause had governed rent increases:

21 . 1 Rent Increase

Both Landlord and Tenant are in agreement that for the period of 25 July 2025 to 24 July 2026 the rent will be £1,425.00 per calendar month.

The rent will increase to £1,550.00 per calendar month as of 25 July 2026 for the period 25 July 2026 to 24 July 2027.

The rent will then increase to £1,675.00 per calendar month as of 25 July 2027 for the period of 25 July 2027 to 24 July 2028

Hearing

11. Neither party requested an oral hearing.

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

Inspection

13. There was no inspection. The Tenants indicated on Form MR1 that they did not think an inspection was required. The Landlord did not provide substantiated reasons for an inspection in their Form MR2.

The Property

14. The Property is located in Fleet, Hampshire, and is a semi-detached house in a cul-de-sac close to Fleet town centre with local amenities readily available. The accommodation is as follows:

Property:	Ground floor: • living/dining room • kitchen • utility room • hallway • cloakroom toilet First floor: • a family bathroom and WC • landing • two double bedrooms • one single bedroom
Outside:	Garden

	Garden room, tenant calls it a 'garden/summer outhouse' landlord call the 'garden room' Shed Driveway
Furniture:	The Landlord says wicker furniture in the garden room included.
Furnishings and flooring:	Carpets in the living room, hallway, downstairs WC, stairs, landing and bedrooms Tiles in the kitchen and utility room Vinyl flooring in family bathroom
Appliances goods:	Includes white goods
Heating and thermal efficiency	Central Heating Double glazing

Improvements

15. The Tenant says they have carried out improvements, as follows:

    a. Garden clearance at the beginning of the tenancy, clearing the lower part of the garden. (Exhibit L, images L1-L2).

    b. Removal of dense overgrowth in the rear corner of the garden, including:

        i. de-rooting,

        ii. levelling,

        iii. adding soil,

        iv. re-seeding the area. (Exhibit L, images L3-L5).

    c. Installation of path slates leading to the rear gate. (Exhibit L, image L7).

    d. Installation of a double external power socket near the patio area, using an electrician contractor.

    e. Painting the garden summer room/outhouse every two years.

f. Regular moss treatment to the garden, undertaken in spring and autumn because of exposed tree roots and surface conditions.

g. Improvement of the former greenhouse area by installing temporary decking panels over the greenhouse foundation to:

i. improve usability,

ii. improve appearance,

iii. assist with weed control. (Exhibit L, image L6).

16. The Landlord's position is that the Tenant's claimed improvements should carry little or no weight because most were carried out without the Landlord's consent, contrary to the tenancy agreement. The Landlord says that, while permission may not necessarily have been refused in every case, the Tenant did not seek approval beforehand. (Landlord comments, section 8, bundle pp. 187-188).

17. Specifically, the Landlord states:

a. The Tenant painted the mahogany garden/summer room grey without permission and without the proper preparation required for oiled mahogany. The Landlord says the paint has not adhered properly and that they would instead have arranged for the wood to be re-oiled by a contractor. (Bundle p. 188).

b. The Tenant installed an external plug socket without permission, and the Landlord says they were never provided with an electrical certificate for the work. (Bundle p. 188).

c. The claimed garden clearance and maintenance should not be viewed as an improvement because maintaining the garden forms part of the Tenant's obligations under the tenancy agreement. The Landlord also notes that a gardener was offered at the start of the tenancy and was refused. (Bundle p. 188).

d. The Landlord says the greenhouse removal occurred at the Tenant's request. The Landlord would have preferred to repair the greenhouse, which had been a valued feature for previous Tenants, but removed it to accommodate the Tenant's wishes. (Bundle p. 188).

e. The Tenant laid a new path to the rear gate without obtaining permission. (Bundle p. 188).

f. The area described by the Tenant as "dense overgrowth" was, according to the Landlord, an intentionally planted buddleia garden designed to encourage insects and butterflies; the Tenant removed it. (Bundle p. 188).

g. Regarding the waste shown in the garden at the start of the tenancy, the Landlord says that if they had been informed that contractors had failed to remove all the waste, the contractors would have been instructed to return and finish the job. (Bundle p. 188).

Evidence

18. The Tribunal carefully considered the MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply) and attachments provided by the parties, along with relevant correspondence provided to it in the hearing bundle.

The Tenant

19. The Tenant provided the Form 4, tenancy agreements, EPC, floor plan, images and example properties.

20. The Tenant believes the open market rent should be £1,550, and that the Landlord's figure significantly exceeds the market rent when the property's actual condition, amenities, and the Tenant's contributions are properly taken into account.

21. The Tenant submitted that the property has several shortcomings that adversely affect its rental value. These include the absence of a shower, a dated kitchen and bathroom, poor energy efficiency, a low EPC rating, and a lack of modern features commonly found in comparable rental properties. The Tenant also raised maintenance and condition issues, including concerns about the garden, the property's overall presentation and the garage having been retained for use by the landlord.

22. The Tenant contended that the Landlord has not undertaken significant improvements during the tenancy and that the property has not been modernised to a standard that would justify the proposed increase.

    a. The Tenant says they have invested substantial time, labour and money in maintaining and improving the property; see above.

23. The Tenant's comparable properties are summarised below and include:

Property	Features	Evidence	Rent pcm	Treatment by the Tribunal
Subject property	3 bed (1 single) 1 bath Semi		£1,425 £1,550 Tenant position £1,650 Landlord position	
a. Lea Springs, Fleet	3 bed 1 bath Semi Unfurnished	Website	£1,850	There was little detail about the property e.g. room sizes garden, parking etc. Available from 1 February 2025 It was of limited use
b. Kings Road, Fleet	3 bed 1 bath Semi	Website	£1,650	There was little detail about the property e.g. room sizes garden, parking etc It was of limited use
c. Galloway Close, GU51	3 bed 1 bath Semi Recently upgraded boiler and heating Large garden Garage and 2 parking spaces	Website	£1,900	This property was more modern and had a garage. It was of limited use. Said to be let agreed May 2026 off advertised price of £1,900

The Landlord

24. The Landlord provided the check-in inventories and a best price guide:

25. The Landlord's case was that the proposed rent reflects the open market rental value of the property and that the Tenant's objections either overstate the property's deficiencies or rely upon matters that would not materially affect market rent.

26. The Landlord submits that the property is a desirable family house in a sought-after residential location and should be assessed by reference to comparable properties available on the local rental market. The Landlord relies upon rental comparables which, they contend, support the proposed rent and demonstrate that the existing rent is below current market levels.

27. In response to the Tenant's criticisms of the property's condition, the Landlord accepts that the property is not newly modernised but argues that it has been properly maintained and remains suitable for occupation. The Landlord disputes that the features identified by the Tenant justify the extent of reduction sought. The Landlord also notes that the assessment is of the market rent for the property in its actual condition rather than a comparison with recently refurbished properties.

28. The Landlord further argues that the Tenant's claimed improvements should attract little weight; see above.

29. The Landlord's comparable properties are summarised below:

Property	**Features**	**Evidence**	**Rent pcm**	**Treatment by the Tribunal**
Subject property	3 bed (1 single) 1 bath Semi		£1,425 £1,550 Tenant position £1,650 Landlord position	
a. Longdown, Fleet	3 double bed Detached Double garage	Best price Guide	£2,350	Materially larger. A detached property. Limited use.
b. Clarence Road, Fleet	3 bed Detached	Best price Guide	£2,100	Materially larger. A detached property. Limited use.
c. Netherhouse Moor, Church Crookham, Fleet	3 bed Semi Garage 'well presented'	Best price Guide	£2,000	Includes a garage and on the face of it in better condition – not directly comparable
d. The Hedgerows, Crookham Village, Fleet,	3 bed Semi Bathroom and en suite	Best price Guide	£2,000	Limited use, likely to be a new build with good thermal efficiency and it has an en suite

				which the subject property does not.
e. Carlton Crescent, Church Crookham	3 bed Driveway	Best price Guide	£1,950	There was little detail about the property. It was of limited use

Determination and Valuation

30. 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.

31. The Tribunal carefully considered the comparable properties put forward by the parties. Relying on its own expertise and general knowledge of rental values in the area, and the relevant comparable properties provided by the parties, and Tribunal considers that the market rent of the property, in the same condition and with the same amenities as the subject property, would be £1,700 pcm.

Undue hardship

32. 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.

33. The Tenant did not raise undue hardship.

Decision

34. The Tribunal determines the new rent at the amount proposed by the Landlord of £1,650 per calendar month with effect from 25 November 2026, as this is lower than the open-market rent determined by the Tribunal.

Name: Tribunal Judge Bowden **Date:** 29 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.