

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**HAV/43UL/MRA/2026/0052**
Property	**12 Weydown Court, Weydown, Road, Haslemere, Surrey, GU27 1BT**
Tenant	**Grant Stewart**
Landlord	**Rosie Real Estate Ltd**
Landlord's Address	**29 Hollycombe Close, Liphook, GU30 7HR,**
Landlord's Representative	**Mark Blakeway, Grantley Sales & Lettings.**
Date of Application	**30 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**D Cotterell FRICS** **S Johnson**
Date of Decision	**23 October 2026**
Rent Determined	**£1,150.00 per calendar month**
Date of Valuation	**31 July 2026**
Date the new rent takes effect	**31 October 2026**

REASONS FOR THE DECISION

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Background

1. On 22 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,150.00 per calendar month (pcm) in place of the existing rent of £ 1,020.00 pcm to take effect from 31 July 2026.

2. On 30 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 31 July 2019. 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. None.

Liability for Council Tax

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

Hearing

7. A hearing was held on 23 October 2026 at 10:00 by video platform. The Tribunal has considered this case having regard to the evidence given at the hearing, the papers provided by the parties, and its own knowledge and specialist expertise.

The Property

8. The Property is a first floor flat in a low-rise purpose built block comprising 2 bedrooms, sitting room, kitchen, bathroom, and garage. The Property is situated in a residential neighbourhood close to Haslemere Railway Station.

Evidence

9. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

10. The Tenant did not provide specific comparable evidence of market rental values but did refer to a property with an asking rent of £1200 pcm in central Haslemere

11. They also:

    a) Disputed the landlord's evidence and submitted that the proposed rent increase is excessive and unsupported by the property's condition. They stated that the agent's description of the flat is inaccurate, particularly regarding mould problems in both bedrooms and the bathroom. They added that they repainted the affected areas themselves after an unsuitable contractor used ordinary emulsion paint.

    b) Said that the landlord's comparable properties are not truly comparable, as they are higher-quality or luxury apartments with superior facilities, additional bathrooms, modern interiors, and recent refurbishments. They also noted that the examples cited are asking rents rather than achieved rents, which may overstate actual market values.

    c) Argued that the proposed increase of around 14–15% is significantly above average regional rent increases of 4–5% and that the flat is in need of refurbishment, with dated and worn fixtures throughout the bathroom and kitchen, including a damaged bath, worn fittings, and an inefficient oven – also an unresolved leak in the garage that has damaged stored belongings.

    d) Said that the property has not been redecorated or had carpets replaced during their tenancy. While acknowledging a shortage of rental properties in Haslemere, they said that current local rent levels are temporarily inflated and should not be relied upon exclusively when assessing a fair market rent.

The Landlord

12. The Landlord made the following comments:

    a) They pointed out that the disrepair in the bathroom remains due to the tenant being unable to fix an appointment with a contractor.

    b) They provided comparable market evidence that included:

        i) 5 Weydown Court: a property in better condition and more modern and situated on the ground floor. Let in August 2026 at £1,400 pcm.

        ii) 8 Weydown Court – also a first floor flat with balcony at an asking rent of £1,250 pcm.

Determination and Valuation

13. 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.

14. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,400.00 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 general condition as the comparable properties.

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

    a) General condition and dated fixtures and fittings
    b) Mould to ceilings and associated disrepair

    The full valuation is shown below:

Starting Rent		£1,400.00	pcm
Less			
a)	Items given under a) above	£ 100.00	
b)	Items given under b) above	£ 50.00	
Sub-total		£150.00	
Open-Market Rent		**£ 1,250.00 pcm**	

Decision

16. The Tribunal determines the new rent at the amount proposed by the Landlord of **£1,150.00 per calendar month,** as this is lower than the open-market rent of £1,250.00 per calendar month determined by the Tribunal, and with effect from 31 October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.