	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/43UG/MRA/2026/0078
Property	75 Wheatash Road, Addlestone, Surrey, KT15 2ET
Tenant	Sean Bushby & Kalina Szydziak
Tenant's Representative	
Landlord	Mr Neale Rik Blomley and Mrs Susan Margaret Blomley
Landlord's Address	2 Devonshire Gardens, Hythe, Southampton, Hampshire, SO45 3QZ,
Landlord's Representative	Alannah Ford, Seymours Lettings & Management
Date of Application	17 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 Hetherton MRICS IRRV (Hons)
Date of Decision	09 November 2026
Rent Determined	£2,475 per calendar month
Date of Valuation	06 November 2026
Date the new rent takes effect	18 November 2026

(c) Crown Copyright 2025

REASONS FOR THE DECISION

Background

1. On 20 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,550 in place of the existing rent of £2,440 per calendar month (pcm) to take effect from 18 September 2026.

2. On 17 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. The Tenant's referral was received by the Tribunal on the same date it was referred.

3. The assured shorthold tenancy commenced on 18 July 2023 for a term of 36 months. The rental period is 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

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

Allocation of Repairs between Landlord and Tenant.

5. 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.

6. No services are provided under the tenancy.

Liability for Council Tax

7. The Tenant are 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. There were no other terms in the tenancy agreement relevant to market rent determination.

Hearing

9. Neither party requested an oral hearing.

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

Inspection

11. There was no inspection. The Tenants indicated on Form MR1 that they considered an inspection necessary.

12. On 08 September 2026, the tribunal considered the requirement for an inspection. The request was refused. Neither party asked for a judge to reconsider the legal officer's decision.

The Property

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

Property:	4 bedrooms: 3 double bedrooms and 1 single bedroom Living room Kitchen / dining area Utility/storage area Downstairs bathroom/WC - toilet/sink Upstairs bathroom/WC - toilet/shower/sink En-suite shower room - toilet/shower/sink
Outside:	Private rear garden Driveway/off-street parking Garage
Furniture:	Not included
Furnishings and flooring:	Flooring is a mixture of carpet, wood/laminate flooring and tiled/vinyl flooring in bathroom/kitchen areas.
Heating and thermal efficiency	Central heating Double glazing

Improvements

14. The Tenant has not listed any improvements.

Evidence

15. 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

16. The tenants provided:

    a. Form 4A, tenancy agreement, images, email re settlement agreement, and comparables.

17. The Tenant made the following comments:

    a. They thought the open market rent should be £2,440.

    b. The Tenant argued that the landlord's comparables were not true like-for-like properties because they were cleaner, better presented and of a higher specification than the subject property.

    c. They also questioned the reliance placed on one comparable property, 9 Hanworth Lane, which was let in July 2026 after the rent increase proposal had been made.

    d. The tenants relied on alternative local comparables marketed at £2,375 and £2,450 per month which, they submitted, supported retention of the current rent.

    e. The tenants described the property as a four-bedroom semi-detached house with a private rear garden, garage and off-street parking.

    f. They submitted that certain aspects of the property adversely affected its rental value, including a damaged blind, an office/en-suite bedroom door that did not close properly, mismatched shower tiling, the absence of a bath and an unresolved garden fence issue.

    g. They further argued that, although the property was described as having four bedrooms, the office/en-suite room did not present as a substantial principal bedroom and therefore comparisons with higher-specification four-bedroom properties were inappropriate.

18. The Tenant's comparable properties are summarised below:

Property	Features	Evidence	Advertised Rent pcm	Treatment by the Tribunal
Subject property	4 bed 2 bath Semi Parking Garden Garage		£2,440 £2,440 Tenant position £2,550 Landlord position	
a. Jenning Close, New Haw, Addlestone	Detached 4 bed 1 bath Four double bedroom family home with a garage, conservatory and lovely enclosed garden.	Web	£2,450	
b. Addlestone, Surrey, KT12	Detached 3 bed 1 bath	Web	£2,375	
c. Chertsey	Semi 4 bed 1 bath Parking	Web	No price	
d. Ottershaw	3 bed 2 bath End of terrace	Web	£2,950	
e. Jenning Close, New Haw, Addlestone, KT15	Detached 4 bed 1 bath Garage Conservatory	Web	£2,450	
f. Addlestone, Surrey, KT12	3 bed 2 bath Detached One ensuite	Web	£2,375	

The Landlord

19. The landlord provided:

    a. Comparables

20. The Landlord made the following comments:

    a. The landlord submitted that the proposed rent had been set significantly below the rents achieved by comparable properties.

    b. The landlord described the property as a substantial four-bedroom family home with a large kitchen, family room, utility

room, cloakroom, family bathroom, en-suite facilities, garden, garage and parking.

c. It was contended that the tenants had overstated the significance of various matters raised in support of a lower rent.

d. The landlord stated that there had never been a bath at the property and that the tenants had rented it in that condition. The mismatched bathroom tiles resulted from replacement works where identical tiles were unavailable. The landlord further stated that the bedroom blind was not damaged at the commencement of the tenancy and that an offer had been made to contribute towards replacement, which the tenants declined. It was also said that the office/en-suite door had been repaired in January 2025 and that the room had previously been used as a bedroom, as shown in marketing photographs.

e. Finally, the landlord maintained that the fence issue concerned only a displaced trellis and that the fence remained intact and the garden secure.

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

Property	Features	Evidence	Advertised Rent pcm	Treatment by the Tribunal
Subject property	4 bed 2 bath Semi Parking Garden Garage		£2,440 £2,440 Tenant position £2,550 Landlord position	
a. Addlestone	Semi 4 bed 2 bath Garden Off street parking Garden office Utility room	Landlord's Agent's particulars	£2,300	Correct location Correct property style Good comparable
b. Spinney Hall	Detached house	Landlord's Agent's particulars	No price	Not relied on as not pricing

c. Ottershaw	3 bed 2 bath (one ensuite) End of terrace Garden Two parking spaces	Landlord's Agent's particulars	£2,950	Wrong location Not a good comparable
d. Addlestone	4 bed town house 3 baths 3 floors 2 parking spaces	Landlord's Agent's particulars	£2,750	Correct location Wrong property style Limited use
e. Addlestone	4 bed 2 bath (one ensuite) Detached Semi-rural location	Landlord's Agent's particulars	£3,000	Correct location Wrong property style Limited use
f. New Haw	Detached chalet bungalow	Landlord's Agent's particulars	£2,900	Wrong location Wrong property style Not a good comparable

Determination and Valuation

22. 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.

23. 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. The Tribunal considers that the

market rent of the subject property with its particular attributes, had it been in good repair and condition, would be £2,475.

24. From this level of rent, the Tribunal has made no adjustments because it is not satisfied that the issues raised by the tenants would materially affect the market rent:

    a. damaged blind

    b. an office/en-suite bedroom door that did not close properly

    c. mismatched shower tiling,

    d. the absence of a bath and an unresolved garden fence issue

25. The Tribunal was satisfied that the bedroom door had been fixed, the damaged blind and mismatched tiling were de minimus, and the absence of a bath was not a major issue that was adequately reflected in the market rent.

Undue hardship

26. 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.

27. 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:

    a. One of the tenants had been made redundant.

    b. The proposed increase would cause financial hardship.

28. The Landlord did not respond to the Tenant's application for postponement due to hardship.

29. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions.

30. In light of the lack of financial breakdown, the Tribunal was unable to make a finding of financial hardship on the information provided.

Decision

31. The Tribunal determines the new rent amount at £2,475 per calendar month with effect from 18 November 2026, as this is lower than the proposed rent of £2,550 per calendar month.

Name: Tribunal Judge Bowden Date: 09 November 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.