



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER (RESIDENTIAL  
PROPERTY)**

**Case Reference** : **CHI/21UC/MNR/2023/0017**

**Property** : **4 Lavender Close  
Eastbourne  
East Sussex  
BN23 8DQ**

**Applicant Tenant** : **Ms Eseohe Udegbe**

**Representative** : **None**

**Respondent Landlord** : **Mr J Rafferty**

**Representative** : **None**

**Type of Application** : **Determination of a Market Rent sections  
13 & 14 of the Housing Act 1988**

**Tribunal Members** : **Mr I R Perry FRICS  
Mr S J Hodges FRICS  
Mr P E Smith FRICS**

**Date of Inspection** : **None. Paper determination**

**Date of Decision** : **22<sup>nd</sup> March 2023**

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**DECISION**

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## **Summary of Decision**

1. On 22nd March 2023 the Tribunal determined a market rent of £1,250 per month to take effect from 25<sup>th</sup> January 2023.

## **Background**

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 19<sup>th</sup> December 2022 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,700 per month in place of the existing rent of £1,195 per month to take effect from 25<sup>th</sup> January 2023. The notice complied with the legal requirements.
4. On 24<sup>th</sup> January 2023 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued directions on 13<sup>th</sup> February 2023 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. Both parties submitted papers to the Tribunal which were also copied to the other party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 22nd March 2023 based on the written representations received.

## **The Property**

9. From the information given in the papers and available on the internet the property comprises a modern semi-detached house built with brick elevations beneath a pitched tiled roof.
10. The house is within a small cul-de-sac of similar properties adjacent to public amenity land and a school playing field, about 2½ miles from Eastbourne seafront. Shops, schools, and other amenities are readily available.
11. The accommodation is described as including a Living Room, Kitchen, 4 Bedrooms, Bathroom with WC, Garden and parking. A former integral garage has been converted to provide the ground floor bedroom.
12. The property has gas-fired central heating and double-glazed windows. The Energy performance Rating is 'C'.

## **Submissions**

13. The Landlord states that carpets are included but no curtains or white goods, that several repairs have been carried out including fitting a new boiler in December 2021. He also states that a leaking shower causing damage to the Kitchen below has been removed but repairs have not yet been made as he awaits an insurance assessment. The Landlord also states that there is dampness caused by condensation in Bedroom 3.
14. The Landlord further states that the property is in a good area, close to amenities and that market rents for similar properties range between £1,500 and £2,150 per month. He also refers to Local Housing Allowance Rates for the general area which show a figure of £1,196.69 for a 4-bedroom property in Eastbourne.
15. The Tenant states that the property has been improved by removing a wooden platform in the rear garden, fitting an extractor fan and fitting a new boiler but one bedroom is seriously affected by damp and mould and is unusable, that the bathroom is in an unsightly state where the shower has been removed and that there is damage evident in the Kitchen. The Tenant provided photographs to illustrate these points.
16. The Tenant also states that the average rent for a 4-bedroom property in Eastbourne £1,400 per month, but rentals range from £1,350 upwards. However, due to the condition of the property the Tenant believes that the rent should not exceed £1,200 per month.

## **The Law**

### **S14 Determination of Rent by First-tier Tribunal**

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
  - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
  - (b) which begins at the beginning of the new period specified in the notice;
  - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
  - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded-
  - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

- (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
    - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
    - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
  - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred to by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-
- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
  - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
  - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

### **Consideration and Valuation**

- 17. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
- 18. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy on the date of its sitting. The personal circumstances of the Parties are not relevant to this issue.
- 19. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in East Sussex the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,400 per month.

20. However, the property is not currently in a condition that would command such a rent and several adjustments need to be made to reflect its condition as evidenced by the photographs provided.
21. In addition, the Tribunal needs to reflect that curtains and white goods are not provided by the Landlord which would normally be the case for an open market letting.
22. Using its experience, the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Tenant's provision of curtains	£20
Dampness and condition of bedroom	£50
Disrepair to bathroom and kitchen	£50
TOTAL per month	
	£150
23. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

**Determination**

24. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,250 per month.
25. The Tribunal directed that the new rent of £1,250 per month should take effect from 25<sup>th</sup> January 2023 this being the date specified in the Notice.

**RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.