



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

**Case reference** : CHI/00ML/MNR/2023/0029

**Property** : Flat 21, Eaton Manor, The Drive,  
Hove, BN3 3PT

**Applicant Tenant** : Mr M Janssens & Dr S Taheri

**Representative** : None

**Respondent Landlord** : Eaton Manor Hove Ltd

**Representative** : Savills (UK) Ltd

**Type of application** : Determination of a Market Rent  
Sections 13 & 14 Housing Act 1988

**Tribunal member(s)** : Mrs J Coupe FRICS  
Mr M Ayres FRICS  
Mr N Robinson FRICS

**Date of decision** : 2 May 2023

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**DECISION**

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## **Decision of the Tribunal**

**On 2 May 2023 the Tribunal determined a Market Rent of £1,650.00 per month to take effect from 1 March 2023.**

## **Background**

1. By way of an application received by the Tribunal on 16 February 2023, the Applicant tenants of Flat 21, Eaton Manor, The Drive, Hove, BN3 3PT (“the property”), referred a Notice of Increase in Rent (“the Notice”) by the Respondent landlord of the property under Section 13 of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 18 January 2023, proposed a new rent of £1,650.00 per month, in lieu of the passing rent of £1,467 per month, to take effect from 1 March 2023.
3. The tenant occupies the property under an Assured Shorthold Periodic Tenancy which commenced on 25 May 2019 and last renewed on 1 December 2021. A copy of the tenancy agreement was provided.
4. On 7 March 2023, the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on papers unless either party objected, in writing, within 7 days. The parties were also advised that no inspection would be undertaken. No objections were received.
5. The Directions required the landlord and tenant to submit their completed statements to the Tribunal by 20 March 2023 and 3 April 2023 respectively, with copies to be sent to the other party. Submissions were received from the landlord only.
6. Having reviewed the application, the Tribunal concluded that the matter was capable of being determined fairly, justly and efficiently on the papers, consistent with the overriding objective of the Tribunal.
7. These reasons address in summary form the key issues raised by the parties. They do not recite each and every point referred to in submissions. The Tribunal concentrates on those issues which, in its view, go to the heart of the application.

## **Law**

8. In accordance with the terms of Section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy.
9. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenants’ improvements and any decrease in value due to the tenants’ failure to comply with any terms of the

tenancy.

### **The Property**

10. In accord with current Tribunal policy, the Tribunal did not inspect the property, instead relying on the parties' submissions and viewing the property via online portals.
11. The property is a self-contained flat on the fourth floor of a substantial purpose-built development comprising rental properties only. Lift access is provided. The property is conveniently located for public transport and is a short distance from the typical range of shops and recreational facilities.
12. The accommodation comprises an open plan kitchen, living room and dining area; one bathroom; one shower room with WC; two bedrooms.
13. 35 onsite carparking spaces, including 3 disabled badge holder spaces, are provided on a first come first served basis.
14. The property is fully double glazed.
15. White goods are provided by the landlord.
16. Floor coverings and curtains are provided by the landlord.
17. Central heating and hot water are supplied through a communal system for which a separate monthly charge is levied.
18. No service charges or charges for utilities are included in the rent.

### **Submissions – Tenant (summarised)**

19. The Tribunal had regard to the information contained within the tenant's application form received on 16 February 2023; no further submissions were made by the tenants.
20. The Applicant's object to the proposed rent on the basis that the amount represents an increase of 28.21% since their tenancy commenced in May 2019. The Applicants refer to the statistics published by the Office for National Statistics which record an increase of 8-10% in the rental value of two bedroom flats in Hove over the last three years and thereby argue that the landlord's proposed rent increase is out of kilter with such figures.
21. The Applicant's advise that, in addition to the rent, they are liable to pay the landlord a separate charge for hot water usage and central heating, such figure currently being set at £54.00 per month with a suggestion that it will rise to £80.00 per month. The figure is excluded from the s.13 Notice.
22. The only disrepair referred to was the shower room, which the Applicants describe as "*not usable*".

23. The application form refers to white goods being provided by the landlord and to there being no tenant's improvements.
24. The tenants did not provide any comparable rental evidence nor did they offer an opinion on rental values.

**Submissions – Landlord (summarised)**

25. The landlord described the property as a two bedroom, two bathroom, fourth floor flat with balcony, providing 930 square feet of accommodation served by 2 lifts.
26. The property has full double glazing and central heating throughout.
27. The landlord provides all white goods, including a dishwasher and washer/dryer, and all floor coverings and curtains.
28. The property was refurbished in 2019, prior to the Applicants tenancy. Appliances were replaced at such time. Windows were replaced 10 years ago. An inventory and schedule of condition dated 20 May 2019, with photographs, was provided.
29. An onsite caretaker is available Monday-Saturday.
30. The tenants pay an additional heating and hot water charge per month for use of the communal system. Heating is typically provided between October and April, dependent on weather conditions. The rent is exclusive of such charges.
31. The landlord has not been notified of any defect to the shower other than a build-up of limescale which requires regular cleaning.
32. The property is well serviced by public transport including Hove railway station and local bus routes. Shops and amenities are found within a short distance.
33. In support of their proposed rent, the landlord relied on four agreed lettings within Eaton Manor, each of which levied an additional charge for hot water and heating:

<b>Flat</b>	<b>Rent pm</b>	
17	£1,775.00	
23	£1,519.00	6 <sup>th</sup> floor; no balcony
40	£1,750.00	Ground floor; no balcony
58	£2,080.00	No balcony

34. The landlord also referred to an additional eighteen two-bedroom flats within a quarter mile radius of the property which are advertised on the online portal Rightmove at asking prices ranging from £1,300 - £2,250 per calendar month. No details were provided.

## **Determination**

35. The Tribunal determines a market rent for a property by reference to rental values generally and, in particular, to the rental values for comparable properties in the immediate locality. The Tribunal has no regard to the prevailing rent and the period of time which that rent has been charged, nor does it take into account the percentage increase which the proposed rent represents to the passing rent. In addition, the legislation makes it clear that the Tribunal is unable to account for the personal circumstances of either the landlord or the tenant.
36. The Tribunal assesses the rent for the property as at the date of the landlord's Notice and on the terms of the extant tenancy. The Tribunal disregards any improvements made by the tenant but has regard to the impact on rental value of disrepair which is not due to a failure of the tenant to comply with the terms of the tenancy.
37. Having consulted the National Energy Performance Register online, the Tribunal noted the property to have an Energy Performance Certificate (EPC) Rating of C and a recorded floor area of 77m<sup>2</sup>.
38. In the first instance, the Tribunal determined what rent the landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition that is considered usual for such a market letting.
39. The landlord provided four comparable lettings within the development and referred to a number of flats advertised as available for let locally. The Tribunal considered the four lettings carefully and concluded that whilst they provided useful background information, without further clarification as to which block the comparable is located in and whether the agreed rent relates to a new or a renewed tenancy, the Tribunal was unable to attribute full weight to such evidence. The Tribunal is also conscious that the entirety of the development is owned and let by the landlord, and is therefore cautious in relying upon a tone of evidence established by an interested party. Without further details of the additional eighteen properties available to rent locally the Tribunal was unable to attribute any weight to such evidence, in particular as the asking prices varied considerably.
40. The tenants submitted no comparable rental evidence for consideration.
41. The Tribunal weighed the evidence submitted by the landlord against its own experience as a specialist expert Tribunal and its own knowledge of rental values locally and, in doing so, determined the open market rental value to be £1,650.00 per month.
42. Once the hypothetical rent, in good condition, was established, it was necessary for the Tribunal to determine whether the property meets the standard of accommodation, repair and amenity of a typical modern letting. In this instance the Tribunal determined that the subject property does meet the standard required by the market.

43. The tenants refer to the shower room as unusable however no substantiating evidence was provided. The landlord argues that the shower head requires descaling on a regular basis and that the tenants have not notified them of any other disrepair. The Tribunal makes no deduction for disrepair.
44. The landlord provides all white goods, floor coverings and curtains and no rental deductions are therefore required in such regard.
45. The Tribunal hereby determine a Market Rent of £1,650.00 per month.
46. The Tenant made no submissions to the Tribunal in regard to delaying the effective date of the revised rent on grounds of hardship. Accordingly, the rent of £1,650.00 will take effect from 1 March 2023, that being the date stipulated within landlord's 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 by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) to the First-tier Tribunal at the Regional office which has been dealing with the case.
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.