



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

**Case reference** : CHI/00ML/MNR/2023/0294

**Property** : Flat 2, 142 Church Road, Hove, BN3 2DL

**Applicant Tenant** : Mr J Claxton

**Representative** : None

**Respondent Landlord** : Peermark Limited

**Representative** : Property Plus Lettings Limited

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

**Tribunal member(s)** : Mrs J Coupe FRICS  
Mr C Norman FRICS  
Mr N Robinson FRICS

**Date of decision** : 16 February 2024

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**REASONS**

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## Decision of the Tribunal

**On 16 February 2024 the Tribunal determined a Market Rent of £1,050.00 per month to take effect from 30 December 2023.**

## Background

1. By way of an application received by the Tribunal on 11 December 2023, the Applicant tenant of Flat 2, 142 Church Road, Hove, BN3 2DL (hereinafter referred to as “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 9 November 2023, proposed a new rent of £1,150.00 per month in lieu of a passing rent of £1,000.00 per month, to take effect from 30 December 2023.
3. The property was let to the tenant by way of an Assured Shorthold Tenancy agreement commencing 31 October 2020. A copy of the tenancy agreement was provided.
4. On 3 January 2023 the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on the 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 17 January 2024 and 31 January 2024 respectively, with copies to be sent to the other party. Both parties complied.
6. Having reviewed the submissions, the Tribunal concluded that the matter remained 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 point referred to in submissions but concentrate on those issues which, in the Tribunal’s view, are fundamental to the determination.

## 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 accordance with current Tribunal policy, the Tribunal did not inspect the property, but did view it externally via information obtained from publicly available online platforms.
11. The property is a first floor flat, built circa. 1880, situated in a central position above retail premises, and within easy access of local facilities and public transport.
12. Accommodation comprises an entrance hall, reception room with open plan kitchen, bedroom and bathroom/WC.
13. The property has gas central heating and secondary double glazing. Floor coverings, curtains and white goods are provided by the landlord.
14. Having consulted the National Energy Performance Register online, the Tribunal noted the property to have an Energy Performance Certificate (EPC) Rating of C.

### **Submissions – Tenant**

15. The tenant's submissions, excluding consideration of personal circumstances which are disregarded in setting a market rent, can be summarised as follows.
16. The property is located within a 15 minute walk of Hove railway station.
17. The tenant drew attention to three ongoing areas of concern:
  - i. During redecoration last year, the living room bay window was painted shut;
  - ii. Bedroom window is broken/draughty;
  - iii. Intermittent doorbell fault.
18. The tenant's application was accompanied by a covering email dated 11 December 2023. The email was not copied to the landlord, nor were the contents referred to within the tenant's statement of case. That said, with the exception of an intermittent fault to the doorbell, all points of disrepair referred to within the email appear to have been rectified, albeit some at the tenant's expense.
19. The email also included a link, purportedly to supporting evidence. The link was time expired when the Tribunal attempted to access it. Furthermore, the Tribunal reiterate that this email was neither copied to the landlord, nor submitted in the tenant's statement of case. The Tribunal's determination is limited to submissions within a party's statement of case, such information having been shared with the other party. This accords with the Directions, which do not make provision

permitting the use of internet links by parties.

20. The tenant did not rely upon any comparable rental evidence.

### **Submissions – Landlord**

21. The landlord's submissions can be summarised as follows.
22. The property is located within close proximity of George Street amenities and within a short distance of Hove railway station.
23. The property was refurbished approximately 7 years ago, to include replacement kitchen and bathroom fittings and new flooring.
24. A series of undated photographs showing the condition of the bathroom, bedroom, kitchen and reception room were provided.
25. In support of the proposed rent the landlord relies upon a *Rightmove Best Price Guide* comprising 32 one-bedroom properties, each within a quarter mile radius of the subject, and advertised as "available to let", "let agreed" or "withdrawn". Asking prices range from £1,100.00 - £1,400.00 per month.

### **Determination**

26. The Tribunal has carefully considered those submissions shared with each party.
27. 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 locality. The Tribunal has no regard to the current 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.
28. The Tribunal assesses the rent for the property as at the date of the landlord's Notice. 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.
29. 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.
30. The landlord provided a *Rightmove* document containing brief details on a substantial number of comparables, which included flats, a bungalow and a house. No attempt was made by the landlord's representative to assist the Tribunal by analysing these comparables in terms of location, age, style, level of modernisation, facilities, parking, gardens etc. Furthermore, none of the comparables appear to be located above retail premises.

Accordingly, the Tribunal was required to attribute weight where it considered appropriate. In particular, in the Tribunal's experience, flats situated above shops will attract lower rental values than otherwise comparable flats situated in wholly residential buildings.

31. In the absence of any comparable evidence from the tenant and weighing the landlords' evidence against its own expert knowledge as a specialist Tribunal, the Tribunal determined that the open market rent of the property in good tenantable condition and, in particular, having regard to its location above a shop, is £1,100.00 per month.
32. Once the hypothetical rent 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.
33. The Tribunal had regard to the undisputed statements of the tenant in regard to a window being painted shut, window disrepair/draught and the intermittent doorbell fault and finds that, in such regard, the property falls slightly short of the rental standard required by the market.
34. In reflection of such differences, the Tribunal makes a deduction of £50.00 per month from the hypothetical rent to arrive at an adjusted open market rent of £1,050.00 per month.
35. The tenant made no submissions to the Tribunal in regard to delaying the effective date of the revised rent on ground of undue hardship under section 14(7) of the Act. Accordingly, the rent of **£1,050.00 per month will take effect from 30 December 2023**, that being the date stipulated within the 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.