



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

Case reference : CHI/21UC/MNR/2024/0001

Property : 7 Glenmore Mews, Eastbourne,
East Sussex, BN21 3XZ

Applicant Tenant : Ms A Said

Supported by : BHT Sussex

Respondent Landlord : Mrs M Cooper

Representative : Hart Reade Solicitors

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

REASONS

Decision of the Tribunal

On 16 February 2024 the Tribunal determined a Market Rent of £1,140.00 per month to take effect from 25 December 2023.

Background

1. By way of an application received by the Tribunal on 20 December 2023, the Applicant tenant of 7 Glenmore Mews, Eastbourne, East Sussex, BN21 3XZ (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 21 November 2023, proposed a new rent of £1,200.00 per month in lieu of a passing rent of £750.00 per month, to take effect from 25 December 2023.
3. The property was let to the tenant by way of an Assured Shorthold Tenancy agreement commencing 25 August 2017. A copy of the tenancy agreement was provided.
4. On 5 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 19 January 2024 and 2 February 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 two-storey mid-terraced house, built circa. 1980, of masonry construction under a pitched roof clad in tiles. The property is within close proximity of local facilities and public transport.
12. Accommodation comprises an entrance hall, kitchen, reception room and conservatory on the ground floor, and two bedrooms plus a bathroom on the first floor. Externally: garden front and rear, and off-road parking.
13. The property has gas central heating and double glazing. Floor coverings and curtains are provided by the landlord. With the exception of a washing machine, all white goods are supplied 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 to be disregarded in setting a market rent under the Act), can be summarised as follows.
16. The property provides one double bedroom and one single bedroom.
17. With the exception of the conservatory double glazing which was provided by the tenant, all double glazing is provided by the landlord.
18. The external space is small, with the front garden being 2 metres in depth and the rear garden being no more than a paved area. Communal gardens are also limited.
19. Works of repair and maintenance have been undertaken by the landlord, including a replacement bedroom window in 2023 and replacement bath a few years previously. However, all such works are considered maintenance, as opposed to improvements which would materially affect the rental value.
20. Neither the bathroom nor kitchen fittings have been replaced since the tenant took up occupation.
21. The property has no significant disrepair or defects.

22. A series of undated photographs showing the interior and exterior, and an aerial view of the property were provided.
23. In support of a rental value of £1,000 - £1,050 the tenant relies upon four comparable properties, each being a 2-bedroom property in Eastbourne, advertised as available to let on the online letting platform *Rightmove*. Three of the comparables provide two double bedrooms and each comparable is generally more spacious and with a higher specification of bathroom and kitchen:
 - i. Austen Walk – ground floor flat, newly refurbished. Asking price £1,250 pcm;
 - ii. Weavers Close – first floor Coach House, modern accommodation. Asking price £1,200 pcm;
 - iii. Channel View Road – first floor maisonette, modern accommodation. Asking price £1,100 pcm;
 - iv. Cornfield Road – first floor flat above retail premises, modern accommodation. Asking price £1,150 pcm.
24. The tenant invited the Tribunal to apply its discretion in regard to the effective date of any rental increase, on the ground that the tenant is entitled to Universal Credit but that such benefits are not routinely backdated.

Submissions – Landlord

25. The landlord's submissions can be summarised as follows.
26. The property is located in a quiet and desirable location, close to the town centre, local facilities and public transport.
27. The property was refurbished throughout upon purchase in 2013, including replacement bathroom suite, new solid wooden floors and stair carpet, and replacement boiler. Regular repair and maintenance have been undertaken since.
28. With the exception of a broken kitchen drawer, reported by the tenant in December 2023 and which awaits replacement, there are no outstanding works or disrepair.
29. A rental valuation of the property was undertaken in March 2023 at £1,150 pcm.
30. In support of the proposed rent the landlord relies upon brief details of a number of comparable properties, advertised as available to let and with asking prices from £1,250 - £1,330 pcm. The source of the evidence was undisclosed. Each comparable is a mid-terraced house, varying in age, and offering 2-bedroom accommodation across several locations.

Determination

31. The Tribunal has carefully considered the submissions of each party.

32. 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.
33. 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.
34. 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.
35. Although the tenant's comparable evidence each provided 2-bedroom accommodation, the properties included a variety of flats, one being located above retail premises, a maisonette and a Coach House. None of the comparables were houses. In the Tribunal's experience flats and maisonettes will command a lower rental value than otherwise comparable 2-bedroom houses.
36. The landlord's comparables were more useful to the Tribunal. However, these still included properties situated in different residential areas to the subject which, in the Tribunal's experience, attract varying rental values.
37. Weighing the parties' 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 is £1,200.00 per month.
38. 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.
39. In this regard the Tribunal concluded that the property fell slightly short of the rental standard required by the market, namely due to the age and condition of the kitchen units and the presence of surface mould within the bathroom.
40. In reflection of such differences, the Tribunal makes a deduction of 5% from the hypothetical rent to arrive at an adjusted open market rent of £1,140.00 per month.
41. The Tribunal considered the tenant's application to delay the effective date of the rent increase on the ground of receipt of Universal Credit. Section 14(7) of the Act provides the Tribunal with such discretion in cases of undue hardship. However, with the exception of the brief statement submitted, the tenant has failed to provide any evidence of the potential undue hardship advocated. In this instance the Tribunal therefore

considers it has insufficient evidence before it to make such a determination. Accordingly, the rent of **£1,140.00 per month will take effect from 25 December 2023**, that being the date stipulated within the landlord's notice.

42. The effective date is that determined by the Tribunal. However, the landlord is under no obligation to charge the increased rent from such date. The Tribunal suggests that the parties may wish to enter into discussion on the point.

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 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.