



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

Case Reference : **HAV/00ML/MNR/2025/0676**

Property : **23 Ravenswood Drive
Woodingdean
Brighton
BN2 6WL**

Applicant Tenant : **Ms C Power**

Representative : **Lawstop**

Respondent Landlord : **Mr D Bayram**

Representative : **John Hilton Ltd**

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

Tribunal Members : **Mr I R Perry FRICS
Mr D Cotterell FRICS**

Date of Inspection : **None, determined on the papers**

Date of Decision : **16th June 2025**

DECISION

Summary of Decision

1. On 16th June 2025 the Tribunal determined a market rent of £1,200 per month to take effect from 24th April 2025.

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 17th March 2025 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200 per month, in place of the existing rent of £1,055 per month, to take effect from 24th 2025. The notice complied with the legal requirements.
4. On 22nd April 2025 the Tenant's representative applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988. The Application was dated 4th April 2025.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 6th May 2025 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 had been copied to the opposing party.
8. Neither party objected to the matter being determined without an inspection or oral hearing, so the Tribunal determined the case on 16th June 2025 based on the written representations received.
9. These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

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 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.

The Property

10. From the information given in the papers and available on the internet, the property comprises a terraced house with brick elevations beneath a tiled roof, situated on the south side of Woodingdean about 3.5 miles east of Brighton.
11. There are local shops supplying most day-to-day necessities and a full range of amenities in Brighton itself.
12. The accommodation includes a Living Room, Kitchen, 2 Bedrooms and Bathroom. Outside there are gardens to front and rear and a driveway for private parking.
13. The property has central heating and double glazing. The Landlord provides a cooker, carpets and curtains.
14. The Energy Performance Rating for the property is 'D'.

Submissions

15. The present tenancy began on 24th February 2019 at a rent of £1,000 per month.
16. The Landlord's Agent refers to the Living Room as being a combined Living Room/Dining Room, states that the Kitchen is large and that the property was refurbished in 2008.
17. The Agent "appreciates" that the property is a little dated and provides a Rightmove Best Price Guide which includes 2-bedroomed properties with asking rents ranging from £1,295 to £1,840 per month.
18. The Agent also provides a floor plan of a similar property where the second bedroom has been divided to provide two bedrooms. The Tribunal was not provided with a floor plan of the property in question.
19. The Tenant's representative confirms the basic information about the accommodation and items included but states that the property was not refurbished in 2008 as the Applicant first occupied the property in or around 2002 when the landlord was Chichester Diocese Housing Association.
20. The Tenant's representative continues that the only improvements carried out by the Landlord are the replacement of the Living Room and stair carpet in 2006 and the redecoration of the main bedroom in 2008.
21. The Tenant's representative states that the kitchen and bathroom are the same as when the Tenant first took occupation in 2002, that some pipes leak intermittently, that floorings are worn, windows are cloudy, the front door is draughty and internal doors are not fire doors and suggests that the comparables

provided by the Landlord's Agent refer to properties that are newly decorated and fitted, or are bungalows.

22. The Tenant's representative refers to some issues which are personal to the Tenant. These cannot be taken into account by the Tribunal.
23. The Tenant's representative does not provide any comparable rents in the area.
24. Photographs of the property were included with the Tenant's statement which illustrate the points made.

Consideration and Valuation

25. 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.
26. 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. The personal circumstances of the Parties are not relevant to this issue.
27. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Brighton and surrounding areas, 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 £1,350 per month.
28. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord.
29. The Tribunal does not consider that the condition of the property or the fittings supplied are sufficient to justify such a rent so the full rent of £1,350 needs to be adjusted to reflect shortcomings.
30. Using its experience, the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Leaking pipework	£20
Damaged kitchen floor	£20
Defective windows	£30
Carpets	£30
Dated fittings	£20
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TOTAL deduction per month	£150

31. 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

32. 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 £1,200 per month.
33. The Tribunal directed that the new rent of £1,200 month should take effect from 24th April 2025 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 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.
5. Either party seeking to appeal a decision are referred to form RPPTA.