



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

Case Reference	:	HAV/00ML/MNR/2025/0683
Property	:	2A Vale Road Portslade, Brighton East Sussex BN41 1GF
Applicant Tenant	:	Ms J Brandon-Sage
Representative	:	None
Respondent Landlord	:	Lasada Limited
Representative	:	Mr G Shipp
Type of Application	:	Determination of a Market Rent - sections 13 & 14 of the Housing Act 1988
Tribunal Members	:	Mr J G G Wilson MRICS Ms C D Barton BSc MRICS
Date of Application	:	30 April 2025
Date of Decision	:	30 June 2025

DECISION

On 30 June 2025 the Tribunal determined a market rent of £1,300 (One Thousand Three Hundred Pounds) per Calendar Month to take effect from 1 May 2025.

REASONS

Background

1. By way of an application given to the Tribunal dated 29 April 2025 (albeit sent by email dated 30 April 2025), the Applicant (“the tenant”) of 2A Vale Road, Portslade, Brighton, East Sussex, BN41 1GF (hereinafter referred to as “the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent (“the landlord”) of the property under Section 13(2) of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 10 March 2025, proposed a new rent of £1,400 per calendar month in lieu of a passing rent of £1,200 per calendar month, to take effect from 1 May 2025.
3. Ms Brandon-Sage says she has occupied the property since February 2013. The Tribunal has been provided with a copy tenancy agreement for the property signed and dated 28 July 2019, with a commencement date of 1 August 2019. The rent is £1,200 per month. In addition, the Tribunal has been provided with a copy tenancy agreement for the property signed and dated 19 August 2020, with a commencement date of 1 August 2020, for which the rent is also £1,200 per month.
4. The Tribunal issued Directions dated 9 May 2025 advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within seven days. The parties were also advised that, whereas no inspection would be undertaken, the Tribunal would seek to view the property on the internet. (Paragraphs 5 and 6 of the Directions respectively.)
5. The Rent Appeal Statement includes for provision of photographs to assist the Tribunal to understand the case and to help the party to present the issues.
6. The Directions required the landlord and the tenant to submit their completed Rent Appeal Statements (“Statement”) to the Tribunal by 23 May 2025 and 6 June 2025 respectively, with copies to be sent to the other party. Both the landlord’s agent and the tenant have submitted a Statement, each in accordance with the Directions. Mr Shipp’s Statement includes a selection of both external and internal photographs of the property.
7. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 30 June 2025 based on the tenant’s application under section 13(4) of the Housing Act 1988, the parties’ Statements and of its own expert, general knowledge of rental values in the area.
8. The Tribunal has read the papers and the parties’ submissions in full. In this decision the Tribunal does not discuss each point given but limits it to those relevant to the determination of the market rent in accordance with the legislation.

The Property

9. From the information provided in the papers and Google Street View, 2A Vale Road is a flat over three floors (ground, first and second) above Retail premises.
10. No. 2A has its own off-street access arranged and comprising in outline as follows: ground floor – entrance hall and stairs up to, first floor – landing, reception room, kitchen, separate WC, bathroom/WC, bedroom 1 and balcony, stairs up to, second floor – bedroom 2. Accordingly, the property is split level.
11. Vale Road runs in an east-westerly direction in between the B2194 (Boundary Road) and the A293 (Trafalgar Road). At its eastern end is Portslade railway station and a Tesco's superstore which forms part of the Boundary Road/Station Road secondary shopping area.

The Tenancy Agreement

12. The tenancy agreement dated 19 August 2020 is for a term of twelve months from 1 August 2020 at a rent of £1,200 per month, payable monthly in advance.
13. At the expiration of the fixed term, the tenancy has continued as a statutory periodic tenancy in accordance with the Housing Act 1988 (as amended). The tenant is required to give one month's notice to terminate the tenancy.
14. The tenant covenants, inter alia, to pay the rent, to pay Council Tax, to pay for all services to the Property, to keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, not to leave the Premises vacant for a continuous period of more than 14 days without prior written notice.
15. Similarly, the landlord covenants, inter alia, to provide for quiet enjoyment, to comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations to keep the property in repair and proper working order.
16. Whereas the tenancy agreement, in effect, provides for its continuation as a periodic tenancy, there is no rent review clause.

Submissions

17. Mr Shipp's Statement was submitted on 19 May 2025 and was copied to the tenant the same day.
18. Mr Shipp describes the flat as being on the ground, first and second floors and whereas he says there is no floor plan available, he has provided both internal and external photographs of the property and the building in which it is situated. One of the photographs has been annotated to show its position within the building, to include the separate off-street access. The photographs are stated to have been taken on 26 June 2023.
19. Under 'Features', Mr Shipp says Central Heating, Double Glazing, Carpets, a cooker and refrigerator have been provided by the landlord. Mr Shipp goes on to say the property includes a garage and a balcony.

20. Under 'Condition of the property...Disrepairs/Defects...', Mr Shipp says "The tenant carried out works to make the balcony area into a 'patio' area. The works were done poorly and contributed to damage of the property below due to water penetration. We replaced the balcony floor and repaired the below damaged shop ceiling and walls costing £9,958.70 in Feb to April 2024." Mr Shipp goes on to say from the photographs the condition of the bathroom and kitchen fittings is good.
21. Under 'Any Other Comments', Mr Shipp says the train station is a five-minute walk from the property and one minute walk from the thriving Station Road/Boundary Road with shops and amenities.
22. Under 'Your assessment of the rental value of the property', Mr Shipp has provided a Best Price Guide from Rightmove of twelve (12), two-bedroom comparable lettings' flats in the vicinity in the price range of £1,395 per calendar month to £1,500 per calendar month over the period from July 2023 to May 2025.
23. Ms Brandon-Sage's Statement was submitted on 6 June 2025 and copied to the landlord the same day.
24. Ms Brandon-Sage's description of the property confirms the layout and the accommodation given by Mr Shipp. Under 'Features', Ms Brandon-Sage goes on to say: (1) the carpets have been replaced by her, (2) the landlord did not supply a refrigerator, (3) there is no garage, and (4) the use of the balcony has been prohibited by the landlord.
25. Under 'Improvements', Ms Brandon-Sage lists various items carried out by her and completed in 2018; all of which "...can be seen in the images supplied by the landlord):" In outline the items listed are: (1) repainting of the premises, (2) the replacement of the carpets, (3) mirrors have been replaced, (4) installation of curtains, blinds and light fittings, (5) installation of an aerial, (6) tiling of the inside of the front door, and (7) works to the balcony.
26. Under 'Condition of the property...Disrepairs/Defects...', Ms Brandon-Sage says the works carried out to the balcony did not contribute to the damage to the property below. The leak had been occurring for many years. Ms Brandon-Sage goes on to explain the works she had had carried out and that she had been renting the shop below. Ms Brandon-Sage concludes to say the balcony has been completely ripped up and that she has been informed by the landlord not to use it.
27. Thereafter Ms Brandon-sage says the kitchen (plus the cooker) and the bathroom equipment are over thirteen years old; each of which she says has been maintained to a good standard by her.
28. Under 'Your assessment of the rental value of the property', Ms Brandon-Sage says the last rent review was with respect to the tenancy agreement dated 19 August 2020, for a term of twelve months from 1 August 2020 at a rent of £1,200 per month.
29. Ms Brandon-Sage has provided a copy of her email dated 13 December 2024 to Mr Shipp, in which she says "...properties in the area of similar stature are around £1250-£1,300."

30. Ms Brandon-Sage has provided six, two-bedroom comparable lettings' flats in the price range of £1,200 per calendar month to £1,300 per calendar month.

The Law

Section 14, Housing Act 1988 - 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 of the dwelling-house concerned or are payable under separate agreements.
31. 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 tenancy. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy.

Considerations and Valuation

- 32. The Tribunal first considered whether it felt able to determine this case reasonably and fairly based on the papers submitted only, with no oral hearing. Having read and considered the papers the Tribunal decided it could do so.
- 33. The Tribunal is required to determine the rent at which the 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 tenant(s) are not relevant to the issue.
- 34. Both parties have given a Statement, each with comparable lettings' evidence for the Tribunal to refer to. In addition, the Tribunal has been provided with a selection of both internal and external photographs with annotations to explain the layout and the accommodation of the property.
- 35. Having considered the comparable evidence provided and of its own expert, general knowledge of rental values in the area, the Tribunal determined that the market rent for the property in good tenantable condition would be £1,400 (One Thousand Four Hundred Pounds) per Calendar Month.
- 36. In paragraphs 24 to 27 above the Tribunal has listed various features of the property to be taken into consideration to reach the market rent.
- 37. From its analysis of both Mr Shipp's and Ms Brandon-Sage's submissions and its analysis of the papers, the Tribunal has determined adjustments are required to its determination of the market rent of the property, as follows.
 - The carpets and curtains (blinds) have been provided by the tenant.
 - The washing machine and the fridge have been provided by the tenant.

- The balcony is in disrepair and out of use, coupled with aged/dated kitchen and bathroom equipment.

38. Following the above, the Tribunal's valuation is shown below:

Market rent for the property (£ PCM) -	£1,400	
Less deductions (£ PCM) for:		
Carpets & Curtains	£50	
White Goods	£20	
Disrepair and dated equipment		£30
£100		
Market rent (per calendar month)	£1,300	

39. The Tribunal therefore decided that the rent at which the property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,300 (One Thousand Three Hundred Pounds) per Calendar Month.
40. In neither her application, nor her subsequent Statement has Ms Brandon-Sage given any submission to the Tribunal that the starting date for the new rent specified in the Notice would cause her undue hardship.
41. Accordingly, the Tribunal directs that the new rent of £1,300 per Calendar Month should take effect from 1 May 2025. This being the date specified in the Notice proposing a new rent.

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 days' 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 days' 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.