



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

Case Reference : **HAV/45UF/MNR/2025/0653**

Property : **9 Pondtail Avenue
Faygate
Horsham
West Sussex
RH12 0BB**

Applicant Tenant : **Ms T Becker**

Representative : **None**

Respondent Landlord : **M&G RPF Nominee 1 Limited and
Nominee 2 Limited as Trustees for M&G
RPF Limited Partnership**

Representative : **Savills**

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

Tribunal Members : **Mr I R Perry FRICS
Mr J S Reichel MRICS
Judge Gethin**

Date of Application : **21st March 2025**

Date of Decision : **23rd April 2025**

DECISION

Summary of Decision

1. On 23rd April 2025 the Tribunal determined a market rent of £1,600 per month to take effect from 24th March 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 18th February 2025 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,600 per month, in place of the existing rent of £1,300 per month, to take effect from 24th March 2025. The notice complied with the legal requirements.
4. On 21st March 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
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. On 28th March 2025 the Tribunal issued Directions 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 setting out their case which had been copied to the opposing party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 23rd April 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 first-floor maisonette with balcony within a modern 'Build to Rent' development on the western side of Crawley, although with a Horsham postal address. The property was built some 8 years ago.
11. There are good ranges of facilities in Crawley, 7 miles distant, and Horsham, 6 miles distant, which both have mainline rail stations. There is also nearby access to the A264.
12. The accommodation is described as including a Hall, open plan Living/Dining/Kitchen, two Bedrooms with 'Jack and Jill' style Bathroom with WC. Outside there is a single car space and permit parking.
13. The property has double-glazed windows, electric heating and includes carpets, curtains and white goods all provided by the Landlord. The Energy Performance Rating is 'C'.
14. The property is within a serviced development which includes Gardens, Tennis Court, Clubhouse, Gym, BBQ and Dining Areas, Terrace, a Residents only Hall (available for hire by Residents), Resident events and an On-Site Management Team. All of these services are included in the rent.

Submissions

15. The initial tenancy began on 24th September 2021 at £1,300 per month. There have been no rent increases since that date.
16. The Landlord's Agent states that the accommodation comprises 843 sq. ft of accommodation and that a bus service runs through the development with access to Gatwick airport, Horsham and Crawley.
17. The Agent provides photographs of the communal facilities and details of 4 similar maisonettes in the area, with their respective floor areas, all let in March 2025 at rents ranging from £1,625 to £1,695. The Agent also provides details of a similar property in Pondtail Walk marketed at £1,550 per month which does not have access to the communal facilities.
18. The Tenant refers to a damaged door with an outstanding repair issue and states that the public transport has only been recently provided. She also states that there are no shops on the development and that in her original tenancy 2 car spaces were provided but this has been reduced to 1 space with no rental adjustment.
19. The Agent provides a copy of an invoice for a door repair dated 20th June 2024.

20. The Tenant provides details of 10 comparable properties with asking rents ranging from £1,400 per month to £1,600 per month. These generally refer to properties which do not have communal facilities.

Consideration and Valuation

21. 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, which included some photographs, it decided that it could do so.
22. 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.
23. The Tribunal has carefully considered the representations from the parties and associated correspondence and gave particular weight to the evidence submitted by the Landlord's Agent of several recent lettings within the development.
24. In addition using its own judgement and knowledge of rental values in the Crawley/Horsham area 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 £1,600 per month. This takes into account the additional communal facilities and the provision of only 1 car space.
25. 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

26. 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 £1,600 per month.
27. The Tribunal directed that the new rent of £1,600 per month should take effect from 24th March 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.