



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

Case Reference : **HAV/00ML/MNR/2025/0757**

Property : **1A Harrington Road, Brighton, BN1 6RE**

Applicant Tenant : **Mr Kevin Grimwade**

Representative : **Brighton Housing Trust**

Respondent Landlord : **Ms Linda Paterson**

Representative :

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

Tribunal Members : **Judge C Skinner
Regional Surveyor J Coupe FRICS
Miss C Barton MRICS**

Date of Application : **18th August 2025**

Date of Decision : **9th October 2025**

**Date of Full Reasons
Decision** : **6th November 2025**

REASONS

Decision of the Tribunal

On 9 October 2025 the Tribunal determined a Market Rent of £2,100.00 per calendar month to take effect from 2nd September 2025.

Background

1. By way of an application dated 18th August 2025, received by the Tribunal on 18 August 2025, the tenant of 1A Harrington Road, Brighton, BN1 6RE (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. The notice was dated 28 July 2025 and proposed a new rent of £2,200 per month in place of the existing rent of £1,600 per month to take effect from 2nd September 2025.
2. The property is let to the Applicant under an Assured Shorthold Tenancy agreement. The tenancy commenced on 2 December 2021 and was initially let for a fixed term of 12 months. Following the expiry of the fixed term the tenancy became a monthly periodic assured shorthold tenancy. The initial rent was £1,400 per month, payable in advance on the 2nd of each month.
3. On 21st August 2025 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 Directions confirmed the Tribunal did not intend to carry out an inspection of the property.
4. The Directions required the Landlord and Tenant to submit their completed statements to the Tribunal by 4th September 2025 and 18th September 2025 respectively, with copies to be sent to the other party. Both parties complied with the Directions and submitted their statements within time.
5. Having carefully considered the matter, and with regard to the Tribunal’s overriding objective to deal with cases fairly, justly, and proportionately - in accordance with the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 - the Tribunal decided it could proceed to determine the matter fully on the papers and an inspection of the property was not required.
6. These reasons address the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal’s view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

Property

7. The property is described in the application as a detached house comprising of 2 bedrooms and a further upstairs room, a bathroom and toilet, kitchen, dining room, lounge, conservatory, utility room, store room and a garden. The property is let with some furniture which includes a dining room table and chairs, a kitchen table, one bed, bedroom drawers and some chairs in the conservatory.

There is a long driveway to the property providing space for several cars to park in.

8. The property has gas central heating, double glazing and is let with carpets and curtains. The property is let with some white goods. The Tenant submits that those white goods include a washing machine, a fridge (although the Tenant has also provided their own separate fridge) and an oven. However, the Tenant submits the oven does not work properly and trips the electrics if the bottom part of the oven is used.
9. The tenancy agreement is an assured shorthold tenancy and contains basic repairing obligations incumbent upon the Landlord. Of relevance to the application, the tenancy also requires the Landlord to maintain the garden (Clause 2.18) but the Tenant agrees to mow the lawn following a hand-written amendment to the clause.
10. The Tribunal notes the parties' dispute over who may have been added to the tenancy agreement, their status as tenant or lodger and whether the Landlord has consented to any type of occupation rights. The Tribunal makes no findings on this point as it falls outside the Tribunal's jurisdiction and is not relevant to the sole issue of determining the market rent for the property.
11. The property is situated in Harrington Road which is a well-established residential area close to Preston Park to the North of the town centre of Brighton. It is a short walk from a train station and local bus services.

Inspection

12. The Tribunal did not inspect the property but considered this case based on the papers provided by the parties and information freely available on the internet. The Tribunal noted the evidence supplied by both parties included multiple photographs of the property. These photographs along with the other information provided gave the Tribunal the ability to assess the condition of the property with reasonable confidence.

Law

13. 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.
14. 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.

Submissions

15. The Tribunal has carefully considered the written submissions provided by the Tenant and the Landlord.

16. The Tenant in his application form sets out details of the layout of the property, confirming the property has central heating, double glazing and is let with carpets and curtains. The Tenant also gave details around the condition of the white goods let with the property as set out in paragraph 10 above. The Tenant confirmed that the garage is part of the letting but set out details that it was in a dangerous condition due to it falling into disrepair and was at risk of collapse. The Tenant stated that no improvements had been made during the tenancy by the Landlord.
17. The Tenant believed some of the property to be in disrepair in addition to the oven and garage as set out above. The Tenant set out multiple alleged items of disrepair and these included the garden rail and pathway, a broken shower door, a derelict swimming pool, gutters not being maintained and broken glass panels left outside.
18. The Tenant provided some limited comparable evidence of nearby rental properties. The Tenant suggested that a 2 bedroom flat rented by a friend next door was let at £1,000 per month. The Tenant also submitted that his previous 2 bedroom flat was let at £1,200 per month. Finally, the Tenant also submitted that another friend let a 2 bedroom flat in nearby Hove for £1,800 per month.
19. However, no evidence or details of those lettings were provided to the Tribunal. No copy tenancy agreements confirming the current or previous rents being charged nor any advertisements for lettings setting out the proposed rents for those or any other nearby properties were supplied by the Tenant. Neither were witness statements supplied by those friends confirming the details of their lettings’.
20. In response the Landlord largely confirmed the same details of the letting as the Tenant had described. The Landlord submitted that the property was in a good condition and had been renovated around 15 years ago following a burst pipe that had caused significant damage to the property at that time. This was supported by pictures from the Landlord. The Landlord confirmed the property benefited from good transport links.
21. The Landlord provided no comparable evidence of specific nearby properties that had recently been let. The Landlord suggested a fair market rent to be in the region of £2,100 to £2,300 per month based on information they claimed they had been provided by from a local property agent.

Determination and Valuation

22. The Tenant’s comparable properties were all 2 bedroom flats allegedly let in the locality. However he did not provide supporting evidence such as tenancy agreements or written statements from those tenants. The Tenant’s comparable properties were also all 2 bedroom flats which in the Tribunal’s view are somewhat different to the property, which is a detached house with off street parking and a garden. The Landlord only provided a bare submission that a local property agent had estimated the market rent and provided no evidence to support that submission. Consequently, the Tribunal was unable to attribute significant weight to the Tenant’s or Landlord’s submissions. Accordingly, the Tribunal was required to rely on its own expertise of the property rental market

as a specialist property Tribunal. In doing so, the Tribunal determines that the open market rental value for the property **in good tenantable condition** would be £2,250 per calendar month.

23. Such a tenancy would normally include white goods, carpets, curtains/blinds and associated fittings to all be provided by the Landlord.
24. In this case, the evidence from the parties showed the property to be in reasonable condition, although the Tribunal found the condition of the property was dated in parts and possibly in need of redecoration. The photographs provided were consistent with a refurbishment taking place around 15 years ago following the burst pipe, with no evidence of any improvements or redecoration taking place since.
25. Whilst some white goods are supplied, the tenant has purchased their own fridge and the oven is in a state of partial disrepair. The garage and swimming pool let with the property are also in disrepair. The Tribunal notes the other elements of disrepair set out by the Tenant which also are in need of addressing by the Landlord.
26. However, the Tribunal also finds that the property is in a desirable location, benefits from substantial off-road parking and has good transport links close to the property. The property is also let with some furniture.
27. Accordingly, the Tribunal determined that the 'open market rent' should be reduced by £150 per month to reflect the general wants of repair and condition of the property in its current state.
28. 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 £2,100 per month.
29. The Tenant made no representation within his application or his submitted statement that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship. However, the Tribunal notes in the Tenants request for full reasons, it is suggested by the Tenant that no opportunity was given for the Tenant to make any representations over the same and they wished to now make representations on this point.
30. The Tribunal notes that the Tenant's application was filed with the Tribunal by Brighton Housing Trust ("BHT") an organisation offering specialist advice on a range of housing, immigration and welfare benefits related issues. The Tenant clearly had some help and support from BHT in submitting his application. However, no submissions were made by the Tenant on the point of hardship either in the original application or within the subsequent statement. The Tribunal therefore finds that the Tenant has already had an opportunity to raise such arguments and has failed to do so. It is now too late to raise a fresh point.
31. Accordingly, the Tribunal directs that the new rent of £2,100 per month should take effect from 2nd September 2025, this being the date specified in the notice.

RIGHTS OF APPEAL

32. 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.
33. 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.
34. 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.
35. 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.