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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>                      |
| <b>Case Reference</b>   | <b>HAV/45UC/MNR/2025/0846</b>   |
| <b>Property</b>   | <b>Flat 1 Southdown House, Argyle Road,<br/>Bognor Regis, West Sussex, PO21 1FP</b>               |
| <b>Tenant</b>   | <b>Mr T Mitchell</b>  |
| <b>Tenant's Representative</b>  | <b>Ms L Thornton</b>  |
| <b>Landlord</b>   | <b>J49 Limited</b>  |
| <b>Landlord's Address</b>   | <b>14 New King Street, Deptford, London,<br/>SE8 3HS</b>  |
| <b>Landlord's Representative</b>  |   |
| <b>Date of Application</b>  | <b>18 December 2025</b>   |
| <b>Type of Application</b>  | <b>Determination of a Market Rent<br/>sections 13 &amp; 14 of the Housing Act<br/>1988</b>        |
| <b>Tribunal Members</b>   | <b>Regional Surveyor J Coupe FRICS –<br/>Chairman<br/>Mr N Robinson FRICS – Valuer<br/>Member</b> |
| <b>Date of Decision</b>   | <b>5 March 2026</b>   |
| <b>Rent Determined</b>  | <b>£760.00 per month (£175.38 per week)</b>   |
| <b>Date the new rent takes effect</b>   | <b>25 January 2026</b>  |

## **REASONS FOR THE DECISION**

### **Background**

1. On 2 December 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £551.82 per week in place of the existing rent of £630.32 per calendar month (pcm) (equating to £145.46 per week) to take effect from 25 January 2026.
2. On 18 December 2025, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 25 April 2024 for a term of 6 months. The rental period is monthly.

### **Allocation of Repairs between Landlord and Tenant.**

4. As per the Landlord and Tenant Act 1985.

### **Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.**

5. No fixed service charge is included in the rent.
6. No furniture is provided by the Landlord.

### **Liability for Council Tax**

7. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

### **Any other terms of the tenancy taken into consideration in determining the rent.**

8. None

### **Inspection/Hearing**

9. The Tribunal carried out an inspection of the Property on 19 February 2026 in the presence of the Tenant and his representative, Ms Thornton. The Landlord was notified of the inspection but did not attend.

10. Neither party requested an oral hearing and nor did the Tribunal consider a hearing necessary. Accordingly, the Tribunal has considered the application on the basis of an inspection, the papers provided by the parties, and its own knowledge and specialist expertise.

### **The Property**

11. The Property was found to be a ground floor flat forming part of a three-storey building, offering the following accommodation:

Hall, lounge, kitchen, one bedroom, and bathroom with full suite. The bathroom has a poor layout, with access to the bath severely restricted.

Outside: No parking. No garden.

12. The Property benefits from gas fired central heating to radiators and double glazing. An electric fire in the lounge is provided by the Tenant.
13. The Property is situated in a mixed residential and commercial area, within close proximity of local amenities, shopping facilities and the seafront. The Property fronts a busy road and is close to a junction, creating some noise disturbance. Local public transport links, including a railway and bus station are within walking distance.
14. The Tenant has maintained the Property internally to a high standard and has made improvements to his own tastes.
15. The exterior of the windows was noted to be in want of repair and redecoration.

### **Evidence**

16. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

#### *The Tenant*

17. The Tenant made the following comments:
  - a) With the exception of the cooker and hob, the Tenant provided all white goods and curtains. In addition, the Tenant overlaid the tile floor coverings in the hall and kitchen with carpet.
  - b) The lounge and bedroom windows are in poor repair, with rotten wooden frames.

- c) The kitchen units and bathroom fittings are satisfactory. The shower runs off the bath taps; there is no electric shower.
- d) The Tenant has replaced light switches and fittings, door handles, kitchen cupboard doors and installed under counter kitchen lights, at his own expense.
- e) No comparable rental evidence was submitted.

### *The Landlord*

18. The Landlord made the following comments:

- a) J49 became the landlord of the Property with effect from 1 December 2025. They are not aware of any material improvements to the Property since such date.
- b) *“Stock condition surveys have been procured and contractor mobilisation is underway this week; the outputs will inform a planned improvement programme across the stock. Any issues identified through inspection will be addressed via the landlord’s repairs and planned maintenance processes.”*
- c) Accommodation and provision of white goods are confirmed as per the Tenant’s statement.
- d) The property has no double glazing.
- e) No comparable rental evidence was submitted.
- f) The Tribunal notes that the Landlord does not dispute the Tenant’s statement regarding the condition of the windows.

### **Determination and Valuation**

19. Neither party submitted any comparable rental evidence.

20. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order, and reflecting the poor bathroom layout, would be in the order of £815.00 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as comparable properties including having white goods, and curtains provided by the landlord.

21. From this level of rent, the Tribunal has made an adjustment in relation to the following:

- a) Tenant's provision of white goods.
- b) Tenant's provision of curtains.
- c) Disrepair and lack of maintenance to windows.

The full valuation is shown below:

|                               |        |  |                           |
|-------------------------------|--------|--|---------------------------|
| Starting Rent                 |        |  | <u>£815.00</u> pcm        |
| <u>Less</u>                   |        |  |                           |
| a) Items given under a) above | £20.00 |  |                           |
| b) Items given under b) above | £10.00 |  |                           |
| c) Items given under c) above | £25.00 |  | <u>£55.00</u>             |
| <b>Market rent</b>            |        |  | <b><u>£760.00 pcm</u></b> |

### **Undue hardship**

22. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.

23. The Tenant has not made any submissions concerning hardship.

24. The new rent will take effect from the date proposed by the Landlord in the Section 13 Notice, such being 25 January 2026.

### **Decision**

25. The Tribunal determines the market rent at £760.00 per calendar month, equating to £175.38 per week, with effect from 25 January 2026.

## **APPEAL PROVISIONS**

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.