



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

Case reference : HAV/00ML/F77/2025/0641

Property : Flat 112, Eaton Manor, Eaton Gardens,
Hove, East Sussex, BN3 3QD

Applicant landlord : Eaton Manor Hove Limited

Representatives : Ms Samantha Gandey & Ms Beth Batchelor,
both of Savills PLC

Respondent tenant : Mrs Carol Cox

Representative : None

Type of application : Determination of a Fair Rent
Section 70, Rent Act 1977

Tribunal members : Mr J G G Wilson MRICS FCI Arb
Mr M C Woodrow MRICS

Date of consideration : 12 January 2026

Date of decision : 12 January 2026

DECISION

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Decision of the Tribunal

On 12 January 2026 the Tribunal determined a Fair Rent of £18,600 (Eighteen Thousand Six Hundred Pounds) Per Annum to take effect from 12 January 2026.

Background

1. On 10 September 2025 the landlord's Agent (Ms Samantha Gandey of Savills) submitted an application for registration of Fair Rent ('RR1') to the Rent Officer to register a fair rent of £18,975.60 per Annum plus variable service charge for Flat 112, Eaton Manor, The Drive, Hove, BN3 3QD ('the property').
2. Paragraph 7 of the RR1, 'Include any amount for services and/or furniture provided by the landlord...' is blank. However, at paragraph 9 £2,340.00 per Annum of the proposed rent is stated as due to these services, which is in conflict with what has been proposed hitherto.
3. This was an application to re-register the fair rent from its previous registration of rent for the property by the First-tier Tribunal of £18,153 per Year, effective from 29 November 2023. In its November 2023 decision, the amount for fuel charges is £434.44 per Year, and the noted amount attributable to services is £2,340 per Year (variable). Under Remarks, the fair rent to be registered is the maximum fair rent as prescribed by the Rent Acts (Maximum Fair Rent) Order 1999. The uncapped rent was £19,920 per Year.
4. At paragraph 12 of the RR1, the rent now is stated as £15,813.00 per Annum plus variable service charge. £15,813.00 per annum plus £2,340.00 per annum to equal £18,153 per annum.
5. A new rent of £17,800.00 per Year was registered by the Rent Officer, effective from 29 November 2025. The amount for (d) Amount for fuel charges (excluding heating and lighting of common parts) not counting for rent allowance is £346.62 per Year.
6. The amount for (e) Noted amount attributable to services is £2,255.77 per Year.
7. In an email dated 20 November 2025 to The Valuation Office Agency ('the VOA') (sent to NSO Helpdesk (VOA)) Ms Batchelor submitted the landlord's objection to the new rent registered and the matter was referred to the First-Tier Tribunal Property Chamber (Residential Property), formerly a Rent Assessment Committee.
8. The Tribunal issued Directions dated 5 December 2025. The Tribunal does not consider it necessary and proportionate in cases of this nature neither to undertake an inspection, nor to hold a Tribunal hearing unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
9. The Tribunal in its Directions informed the parties that, unless either party objected, the Tribunal intended to determine the rent on the papers (written representations), paragraph 5.

10. Similarly, the parties were informed the Tribunal will not inspect the property but will seek to view it on the internet; and goes on to say if it considers it necessary, it may carry out an external inspection, paragraph 6.
11. The parties were directed to complete and return their Fair Rent Appeal Statement ('Statement') to form their statement of case, within specific time limits, paragraphs 8 – 12 inclusive. The Statement provides for photographs to be attached, to assist the Tribunal to understand the case and to help the party to present the issues.
12. Ms Beth Batchelor has submitted a Statement on behalf of the landlord and Mrs Cox has submitted a Statement on her own behalf. Both parties' Statements were given in accordance with the Tribunal's Directions.

The Property

13. Eaton Manor ('the building') is 1960's purpose-built block of flats over lower ground, ground and six upper floors. Eaton Gardens lies parallel to The Drive, which in turn runs in a south to northerly direction in between Church Road and the A270, Old Shoreham Road.
14. The building is on the east side of Eaton Gardens, just to the south of its junction with Cromwell Road. The nearest railway station is Hove.
15. The property is described in the RR1 as self-contained purpose-built flat on the ground floor with accommodation comprising: four rooms, one kitchen, one bathroom/WC and one shower room.

The Tenancy Agreement

16. The Tribunal has not been provided with a copy of the tenancy agreement, although from the RR1 completed by Ms Gandey it is understood to have commenced on 23 April 1997.
17. The tenant is responsible for the payment of Council Tax and Water Rates. Section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act') applies. The tenant is responsible for internal decorations. The landlord is responsible for repairs and external decorations. No furniture is provided under the tenancy.

Submissions – Fair Rent Appeal Statements

18. The Tribunal has considered the case *de novo* (from anew) and has limited its considerations to reach its decision to those points in the papers relevant to the determination of the fair rent.
19. In addition to the RR1 submitted by Ms Gandey, Ms Batchelor submitted her Statement on 18 December 2025. Ms Batchelor confirms the information in the Rent register is accurate, other than the rent.
20. Ms Batchelor's description of the property aligns with that of the Rent Register: ground floor, four rooms, one kitchen, one bathroom/WC and one shower room.
21. Under 'Features', Ms Batchelor says Central Heating, Double Glazing,

Carpets & Curtains have all been provided by the landlord. There is off-street parking and communal gardens too.

22. Under 'Improvements', the Tribunal notes the landlord installed double glazing 12 to 15 years ago.
23. Under 'Service Charges', Ms Batchelor says "See attached schedule previously provided upon application. (Page 6 below).' The papers include the Lease Expenditure Accounts for the years 2022 and 2023 at Eaton Manor. The independent Accountants' report has been carried out by Francis Clark LLP.
24. Under 'Disrepair/Defects' Ms Gandey says neither repairs nor defects [sic] reported or noted. 'Original features within the bathroom and kitchen.' Under 'Any Other Comments' Ms Batchelor says "Hove station a short walk from Eaton Manor. Local bus routes available to locations along the Sussex coast. Within close distance to local shops and supermarkets."
25. Under 'Your assessment of the rental value of the property' Ms Batchelor says Eaton Manor is a large block of flats of about 146 units built in the mid 1960's in a residential district of Hove fronting onto three different roads. All local facilities are within easy reach.
26. Ms Batchelor then goes on to outline 'The self-contained flat is on the forth floor [sic]...' And confirms the right to park in the communal grounds is, in effect, on a first-come, first-served basis.
27. Ms Batchelor then refers to four lettings in Eaton Manor, each on assured shorthold tenancies, with responsibilities as per section 11 of the 1985 Act. In outline as follows:
 1. Flat 110 – 81 square metres, three rooms, one kitchen, one bathroom/WC - £23,641 per Annum, £1,970 per Calendar Month.
 2. Flat 118 – 86 square metres, four rooms, one kitchen, two bathroom/WC's - £30,984 per Annum, £2,582 per Calendar Month.
 3. Flat 127 – 85 square metres, four rooms, one kitchen, two bathroom/WC's - £26,796 per Annum, £2,233 per Calendar Month.
 4. Flat 137 – 92 square metres, four rooms, one kitchen, two bathroom/WC's - £27,480 per Annum, £2,290 per Calendar Month.
28. Ms Batchelor has provided a computation for the Maximum Fair Rent to exclude the services element based on the October 2025 RPI. Ms Batchelor concludes to say there are currently 19 (nineteen) comparable properties available to let within a one-half mile radius of the property, so scarcity of supply is not inflating rental prices in the area.
29. Mrs Cox submitted her Statement on 29 December 2025. In addition, Mrs Cox wrote to the VOA on 5 October 2025 pursuant to the RR1 having been submitted.
30. Mrs Cox confirms the information in the Rent register is accurate, other

than the rent.

31. Mrs Cox's description of the property aligns with that of Ms Batchelor and describes it as: ground floor, reception room, kitchen, three bedrooms, one bathroom/WC and one shower room.
32. Under 'Features', Mrs Cox says whereas the Central Heating and Double Glazing have been provided by the landlord, the Carpets and Curtains have been provided by the tenant.
33. Under 'Improvements', the form is blank. Under 'Service Charges', Mrs Cox says the rubbish is removed, the communal areas are cleaned, hot water and central heating are provided.
34. Under 'Disrepair/Defects' Mrs Cox says the kitchen is original and the bathroom and shower room fixtures and fittings date from the 1960's.
35. Under 'Your assessment of the rental value of the property' Mrs Cox says she agrees with the Rent Officer's determination of fair rent at £17,800 per annum due to the factors listed overleaf. The factors listed are, in outline: (1) we have been tenants of this flat for over 50 years, (2) the kitchen, bathroom and shower room are in excess of 50 years old, (3) being on the ground floor, we are subject to noise disturbance from the intercom and garages below, and (4) the annual service charge of £2,600 per annum is higher than the majority of similar properties.
36. Mrs Cox concludes to say there are flats available in the block currently.
37. In her letter dated 5 October 2025 to the VOA, Mrs Cox says they moved into the flat in March 1974. Nothing has been done to modernise the flat since that time. There are currently eight flats vacant in the block. About six new blocks have been built within a mile from us, many of which will be to let, so there is no scarcity.

The Law

When determining a fair rent, the Tribunal, in accordance with the Rent Act 1977 ('the Act'), section 70, had regard to all the circumstances including the age, location and state of repair of the property. It also disregarded the effect of (a) any relevant tenant's improvements and (b) the effect of any disrepair or any other defect attributable to the tenant or any predecessor in title under the regulated tenancy, on the rental value of the property.

In *Spath Holme Ltd v Chairman of the Greater Manchester & Lancashire Rent Assessment Committee* (1995) 28 HLR 107 and *Curtis v London Rent Assessment Committee* [1999] QB 92 the Court of Appeal emphasised:

- (a) that ordinarily a fair rent is the market rent for the property discounted for 'scarcity' (i.e. that element, if any, of the market rent, that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms - other than as to rent - to that of the regulated tenancy) and

- (b) that for the purposes of determining the market rent, assured tenancy (market) rents are usually appropriate comparable lettings. (These rents may have to be adjusted where necessary to reflect any relevant differences between those comparable lettings and the subject property).
38. Section 72A - Amounts attributable to services: In order to assist authorities to give effect to the housing benefit scheme under Part VII of the Social Security Contributions and Benefits Act 1992 or to assist the Secretary of State in the administration of universal credit, where a rent is registered, there shall be noted on the register the amount (if any) of the registered rent which, in the opinion of the rent officer or appropriate tribunal, is fairly attributable to the provision of services, except any amount which is negligible in the opinion of the officer or, as the case may be, the tribunal.
39. The Tribunal is also to have regard to the Rent Acts (Maximum Fair Rent) Order 1999 ('the Order'), where applicable. Most objections and determinations of registered rents are now subject to the Order, which limits the amount of rent that can be charged by linking increases to the Retail Price Index ('RPI'). It is the duty of the Property Tribunal to arrive at a fair rent under section 70 of the Act, but in addition to calculate the maximum fair rent which can be registered according to the rules of the Order.
40. If that maximum rent is below the fair rent calculated as above, then that (maximum) sum must be registered as the fair rent for the subject property.
41. Section 2(7) of the Order is as follows, 'This article does not apply in respect of a dwelling-house if because of a change in the condition of the dwelling-house or the common parts as a result of repairs or improvements (including the replacement of any fixture or fitting) carried out by the landlord or a superior landlord, the rent that is determined in response to an application for registration of a new rent under Part IV exceeds by at least 15% the previous rent registered or confirmed.'
42. The tenancy is a statutory (protected) periodic tenancy and as such (not being for a fixed tenancy of 7 years or more) is subject to section 11 of the Landlord and Tenant Act 1985, which sets out the landlord's statutory repairing obligations; the tenant is responsible for internal decorations.

Considerations and Valuation

43. Having reviewed the papers, the Tribunal first considered whether it felt able to decide this case reasonably and fairly based on the papers submitted only, with neither an inspection, nor an oral hearing. Having read and considered the papers the Tribunal decided it could do so.
44. In the first instance the Tribunal determined the market rent per calendar month the landlord could reasonably expect to receive on the valuation date, 12 January 2026, on the assumptions the property was in good condition, with carpets (flooring coverings), curtains and white

goods provided by the landlord.

45. Ms Batchelor has provided comparable lettings evidence in her Statement on which she has relied. Whereas the comparable lettings evidence provided by Ms Batchelor is of assistance to the Tribunal, there are gaps in the information with respect to each letting, typically: the floor each flat is on, its position within the building, its condition at the time of letting, and the month and year of the letting.
46. In addition, the Tribunal has been provided with a screen shot from the VOA of the Rent Officer's valuation to determine the fair rent at £17,800 per annum, which includes the market rent at £20,400 per annum, equivalent to £1,700 per calendar month.
47. To determine the market rent, the Tribunal has considered the evidence given by Ms Batchelor, the screen shot from the VOA, and its own general knowledge of market rents in Brighton and Hove.
48. Taking the above into consideration and of its own general knowledge of market rents in the area, at the valuation date, the Tribunal determined the market rent of the property to be £1,850 per calendar month, before any adjustment(s) which it deemed appropriate to be applied.
49. From the submissions given by Ms Batchelor and Mrs Cox in their Statements, Mrs Cox's letter to the VOA and the information provided by the Rent Officer, the Tribunal has determined adjustments are required to be applied to the market rent to reflect: (1) the tenant's provision of carpets (floor coverings) and curtains, (2) the tenant's provision of the White Goods, (3) the tenant's internal decorations' obligation, (4) the unmodernised kitchen, and (5) the unmodernised bathroom/WC and shower room/WC.
50. The Tribunal concluded that a deduction in aggregate of £300 per calendar month be applied to the market rent, made up of as follows:

No Carpets (floor coverings) and Curtains	£75
White Goods	£30
Internal decorations' obligation	£45
An unmodernised kitchen	£100
An unmodernised bathroom/WC and shower/WC	<u>£50</u>
£ Per Calendar Month	£300

51. £1,850 per calendar month minus £300 per calendar month to equal £1,550 per calendar month (£18,600 per annum).
52. Turning to the question of scarcity, that is whether the demand for such properties exceeds the supply, both parties have given evidence to support the argument that a scarcity of supply is not having an inflationary effect on rental values (prices) in the area. Accordingly, coupled with its general knowledge of the lettings market in the area, the Tribunal has concluded there is no adjustment required for scarcity in this registration of fair rent.

53. In accordance with section 72A of the Act, the Tribunal is required to calculate: (1) (d) the amount for fuel charges (excluding heating and lighting of common parts) not counting for rent allowance, and (2) (e) the amount attributable to services. These sums are to be recorded in the Rent Register and are required for the Maximum Fair Rent calculation.
54. At paragraph 23 above the Tribunal confirms it has been provided the Lease Expenditure Account for Eaton Manor for the year ended 24 December 2023, which includes the corresponding figures for the year ended 24 December 2022.
55. However, whereas the Tribunal understands the service charge applicable to the property is a variable amount, the apportionment for the same has not been provided.
56. In the re-registration of fair rent effective from 29 November 2025, the Rent Officer includes (d) the amount for fuel charges to be £346.62 per Year and (e) the amount attributable to services to be £2,255.77 per Year. In the absence of any other sums having been provided by the parties, the Tribunal has adopted these figures for the purposes of its Maximum Fair Rent computation.
57. Incorporating the amount attributable services at paragraph 56 above and the corresponding sum provided for the previous registration in the RR1, the Tribunal calculated the maximum fair rent prescribed by the order to be £20,046 (Twenty Thousand and Forty-Six Pounds) Per Annum.

Decision

58. Accordingly, the Tribunal determined the Fair Rent of the property be re-registered at **£18,600 (Eighteen Thousand Six Hundred Pounds) Per Annum, to take effect from 12 January 2026.**
59. The capping provisions of the Rent Acts (Maximum Fair Rent) Order 1999 do not apply because the rent determined at paragraph 51 above is less than that prescribed by the Order.

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 a 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.