



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

**Case Reference** : **HAV/45UG/MNR/2025/0822**

**Property** : **49 Colwell Gardens,  
Haywards Heath,  
West Sussex,  
RH16 4HG**

**Applicant Tenant** : **Ms B Banks**

**Representative** : **None**

**Respondent Landlord** : **Mr M D Haylor**

**Representative** : **None**

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

**Tribunal Members** : **Mr J G G Wilson MRICS FCIArb  
Mr M C Woodrow MRICS**

**Date of Application** : **20 November 2025**

**Date of Decision** : **12 January 2026**

## DECISION

**On 12 January 2026 the Tribunal determined a market rent of £775 (Seven Hundred and Seventy-Five Pounds) per Calendar Month to take effect from 10 December 2025.**

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### Background

1. By way of an application given to the Tribunal dated 20 November 2025 (albeit received 21 November 2025), the Applicant (“the tenant”) of 49 Colwell Gardens, Haywards Heath, West Sussex, RH16 4HG (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 7 November 2025, proposed a new rent of £950 per calendar month in lieu of a passing rent of £645 per calendar month, to take effect from 10 December 2025.
3. Ms Banks’s tenancy agreement is dated 10 September 2007 and is for a term of six months from 10 September 2007 at a rent of £550 per calendar month.
4. The Tribunal issued Directions dated 4 December 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 19 December 2025 and 5 January 2026 respectively, with copies to be sent to the other party. Whereas Ms Banks has submitted a Statement in accordance with the Directions, the landlord has not submitted a Statement.
7. Ms Banks’s Statement includes a selection of photographs of the property to assist in presenting her case.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 12 January 2026 based on Ms Banks’s application under section 13(4) of the Housing Act 1988 and her Statement and of its own expert, general knowledge of rental values in the area.
9. The Tribunal has read the papers and Ms Banks’s 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**

10. From the information provided in the papers and Google Street View, 49 Colwell Gardens forms part of a terrace of two-storey purpose-built flats believed to have been built in the 1980's with brick faced elevations under a pitched and tiled roof. No. 49 is a first floor flat with its own off-street entrance.
11. The accommodation comprises, ground floor – entrance lobby with stairs up to the first floor – reception room with kitchen area, one bedroom and one bathroom/WC. There is off-street parking.
12. Colwell Gardens runs in a northerly direction off Colwell Road and in part is a cul-de-sac. Colwell Road is in between Wivelsfield Road and the junction of Franklynn Road with Lewes Road. It is the southerly part of Haywards Heath.

### **The Tenancy Agreement**

13. The tenancy agreement is dated 10 September 2007 and is for a term of six months from 10 September 2007 at a rent of £550 per calendar month, payable monthly in advance.
14. At the expiration of the fixed term, the tenancy has continued as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). The tenant is required to give at least two calendar months' notice to terminate the tenancy.
15. The tenant covenants, inter alia, to pay the rent, to pay Council Tax, to keep the interior of the Premises clean and tidy and in as good and tenable state of repair and decorative order as at the beginning of the Term (clause 4.6).
16. The landlord covenants, in effect, for quiet enjoyment only.
17. Whereas the tenancy agreement, in effect, provides for its continuation as a periodic tenancy, there is no rent review clause.

### **Submissions**

18. Ms Banks's Statement was submitted on 5 January 2026 and was copied to the landlord the same day.
19. Ms Banks describes the property as terraced, first floor - one reception room with kitchen area, one bedroom and one bathroom/WC. Within her Statement Ms Banks has included a selection of photographs which the Tribunal understands were taken contemporaneously with the application.
20. Under 'Features', Ms Banks says Double Glazing and Carpets (not Curtains) have been provided by the landlord. Ms Banks goes on to say there is off-street parking.
21. Under 'Improvements' Ms Banks lists the following: double glazing installed in 2010, the immersion water tank was replaced in June 2016, and a new fuse board was installed in November 2025. The Tribunal determines whereas the installation of double glazing constitutes works of improvement, the replacement

of the water tank and the installation of a new fuse board are works otherwise required to be carried out by the landlord as a part of the day-to-day maintenance and upkeep of the property.

22. Under 'Condition of the property...Disrepairs/Defects...', Ms Banks has itemised various matters with references to photographs attached to show the same, which the Tribunal outlines as follows: (1) the property was built in the 1980's and all of the kitchen and bathroom fixtures and fittings are original, (2) the kitchen cabinets are worn and old, (3) no white goods are included in the rental, (4) the wash hand basin is cracked, as is the bath panel, (4) the bath taps drip, (5) the replacement bathroom heater is second hand, (6) the heating is original and comprises a night storage heater in the reception room and one convection panel heater in the bedroom, (7) the carpets were fitted in circa 2005 and are worn and discoloured, but functional, (8) the front door is original, having not been replaced when the windows were double glazed, it is very drafty and there is a significant gap between the wall and the door frame, and (9) sockets and light switches were noted by the Electrician in November 2025 to be replaced due to cracks and failed fittings.
23. Under 'Any Other Comments', Ms Banks says the train station is 1.1 miles away, an approximate 20-minute walk.
24. Under 'Your assessment of the rental value of the property', Ms Banks says "There are a number of properties similar to this one and the rents are all below £900." Ms Banks adds properties closer to the railway station command slightly higher rents.
25. Ms Banks concludes to attach three (there are four) listings to show similar properties to the subject property, although three of these appear to relate to historic previous listings in 2023 and 2024. The only recent listing (added 24 November 2025) is a ground floor one-bedroom flat on Larch Way, Beech Hill RH16, unfurnished, quoting £895 per calendar month 'let agreed'.

## **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.

26. 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

27. 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.
28. 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.
29. Whereas Ms Banks has given a Statement, the landlord, Mr Haylor has not given a Statement. Ms Banks's Statement includes a selection of photographs to assist to present her case. In addition, the Tribunal has been provided with a copy of the tenancy agreement.
30. 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 £950 (Nine Hundred and Fifty Pounds) per Calendar Month.
31. From its analysis of the papers to include Ms Banks's submissions, the Tribunal has determined adjustments are required to its determination of the market rent of the property, as follows.
  - There is no central heating. Heating is by way of a night storage heater and a convection panel heater.
  - Whereas double glazing has been installed to the windows, the front door is original and provides poor thermal insulation.
  - There are no curtains and the carpets are worn and discoloured, but functional.
  - There are no White Goods.
  - The tenant, in effect, covenants for the internal decorations.
  - Both the kitchen units and bathroom equipment are dated.
  - There are items of disrepair.
32. Following the above, the Tribunal's valuation is shown below:

Market rent for the property (£ PCM) -	£950
With adjustments (£ PCM) for:	
Partial heating	£20
Poor thermal insulation to the front door	£20
No provision of curtains and the carpets are dated	£20
No provision of White Goods	£30

Tenant's internal decorations requirement	£10
Dated kitchen units and bathroom equipment	£50
Items of disrepair	<u>£25</u>
	£175

Market rent (per calendar month) £775

33. Ms Banks has not given any submission to the Tribunal that the starting date for the new rent specified in the Notice would cause her undue hardship.
34. Accordingly, the Tribunal directs that the new rent of £775 per Calendar Month should take effect from 10 December 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](mailto: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.