	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/45UG/MNR/2026/0113
Property	55 Old Farm Close, Haywards Heath, West Sussex RH17 7GA
Tenant	Svenja Bongertman
Tenant's Representative	None
Landlord	Hyde Housing Association Ltd
Landlord's Address	30 Park Street London SE1 9EQ
Landlord's Representative	None
Date of Application	19 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Morgan Williams FRICS – Chair Ed Shaylor MCIEH
Date of Decision	1 July 2026
Market Rent Determined	£1079.00 per calendar month Maximum Intermediate Market Rent pursuant to the tenancy agreement £863.20 per calendar month
Date the new rent takes effect	20 April 2026

REASONS FOR THE DECISION

Background

1. On 2 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new Intermediate Market Rent of £1032.40 per calendar month (pcm) in place of the existing rent of £867.20 pcm to take effect from 20 April 2026.

2. On 19 April 2026, 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 20 September 2023 for a term of six months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. Essentially as per section 11 of 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. None.

Liability for Council Tax

6. 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.

7. All generally.

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a two bedroom, two storey terrace of modern construction, offering the following accommodation:

   Hallway, living room, kitchen, dining room, two bedrooms and two bathrooms.

   The Property appears to benefit from gas central heating and double glazing.

   The Property is situated in the Haywards Heath area of West Sussex.

Evidence

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

The Tenant

11. The Tenant made the following comments:

   "The estimated rental value according to Rightmove of £3,006 is highly inaccurate. The actual rental value for a 2-bedroom house in Haywards Heath area is considerably lower and these properties usually have a private garden instead of a communal one.

   Furthermore, I would like to add that Hyde has advertised a 2-bedroom house on Old Farm Close on Friday 1st May 2026 for £863.20 per calendar month. I would like to query why a new tenant would only have to pay £863.20 per month for a 2-bedroom house on the same street but they expect me an existing tenant to pay £1,032.40 per calendar month.

   I have added screenshots of the listing for your reference."

12. In terms of rental evidence, the Tenant provided an extract from Rightmove of the property they referred to above. As stated this was a two bedroom property in Old Farm Close on an assumed (based on the contents of the advert) Intermediate Market Rent (no more than 80% of Market Rent) tenancy for £863.20 pcm.

The Landlord

13. The Landlord provided a Rightmove Property Assessment which provided an estimated rental value of £3,006 pcm with an approximate range of £1740 - £4,272 pcm (a range that is more than double the lower value). The Rightmove Property Assessment included no information or evidence explaining the extremely wide range from lower to higher value, or how the estimated rental value had been derived.

Determination and Valuation

14. The Tribunal found the Rightmove Property Assessment provided by the landlord to have no probative value. The Tribunal was astounded that the Landlord sought to rely on it and to assert that a property such as 55 Old Farm Close had a rental value of £3,006 pcm is quite frankly preposterous. The Tribunal expects better and is shocked that a corporate landlord such as Hyde Housing Association when seeking to justify the increase in rent failed to supply proper comparable evidence given their access to the same.

15. The Tenant's inclusion of the Hyde letting is very useful in assisting the Tribunal in determining Market Rent. Whilst the property is not let and therefore not a comparable in the strictest sense, it provides persuasive evidence of the rent that a two bedroom house in the same street on the same terms is likely to achieve in an open market letting. Given it is the same Landlord, it is also evidence of what the Landlord is expecting in terms of rental amount for properties such as this.

16. Relying on its own expert and general knowledge of rental values in the area, and the asking rent for the other Hyde property available for let, the Tribunal considers that the Market Rent of the subject Property modernised and in good order would be in the order of £1,079.00 pcm. This is the rent we would expect the property to let for in the open market in the same general condition as the subject property and therefore no adjustments up or down are required.

Market rent £1,079.00 pcm

Undue hardship

12. 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.

13. The Tenant has not made an application under undue hardship and therefore the Tribunal has not considered one, not that in this case it would have any affect as the rent has reduced.

Decision

14. Therefore, the Tribunal determines the Market Rent at £1,079.00 per calendar month (Maximum Intermediate Market Rent, as per the tenancy agreement of £863.20) with effect from 20 April 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.