

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/21UC/MNR/2026/0159
Property	208 Southbourne Road, Eastbourne, BN22 8RG
Tenant	Yelena Day and Bradley Moynes
Tenant's Representative	-
Landlord	Derek Lee
Landlord's Address	29 Princes Road, Eastbourne, BN23 6HS
Landlord's Representative	-
Date of Application	22 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Gethin – Chair Mr C Davies FRICS
Date of Decision	3 July 2026
Rent Determined	£1,475.00 per calendar month
Date the new rent takes effect	9 June 2026

REASONS FOR THE DECISION

Background

1. On 20 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,650.00 per calendar month (pcm) in place of the existing rent of £1,400.00 pcm to take effect from 9 June 2026.
2. On 22 May 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 9 January 2022 for a fixed term of 6 months and continued thereafter as a statutory periodic tenancy. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. 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. The tenancy is furnished. The furniture and items provided include beds and mattresses, wardrobes, drawer units, sofa, dining table and chairs, Samsung television, electric fireplace, washing machine, built-in hob and oven, fridge freezer, garden sheds and a hot tub.

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. None.

Inspection/Hearing

8. Both parties agreed to the Tribunal making a decision without an oral hearing. Neither party requested an inspection. 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 former local authority end-terrace house situated at 208 Southbourne Road, Eastbourne.
10. It comprises front and rear gardens, kitchen, living room, reception room, utility room, downstairs WC, bathroom and three bedrooms.
11. The property benefits from gas central heating, predominantly double-glazed windows, off-road parking and a substantial rear garden with a hot tub situated in it.

12. Photographs supplied with the application show the property to be generally presented in reasonable decorative order, with modernised bathroom facilities and furnished accommodation, although the bath panel is cracked and there is a missing quarry tile from a plinth in the living room.
13. The Tenant submits that the rear garden fence is leaning and needs repairing, although the Landlord submits that is the responsibility of the neighbouring owner.

Evidence

14. Both the Tenants and the Landlord returned the Tribunal's Reply forms.

The Tenants

15. The Tenants submit that the current rent of £1,400 pcm represents the appropriate market rent.
16. The Tenants submit that although the property contains some modernised features there are maintenance and condition issues including damaged fencing, general wear and tear and unfinished or damaged areas within the property. They contend that the proposed increase to £1,650 pcm does not properly reflect the property's condition.
17. The Tenants state that an increase to £1,650 pcm would cause financial hardship. The Tenants state that Ms Day is a single parent and would experience difficulty meeting household and living costs if the increase took effect.
18. In terms of rental evidence, the Tenants had provided an extract from the property portal "Rightmove" which showed similar properties to the Property with rents ranging from £1,250 to £1,350 pcm.
19. The following comparables were provided by the Tenants (all three bed properties):
 - a) New Place. This is advertised at £1,300 pcm and is a mid-terraced property with one bathroom and no evidence of off-road parking.
 - b) Sydney Road. This is advertised at £1,250 pcm but there is insufficient information provided to characterise the property.
 - c) Knoll Crescent. This is advertised at £1,350 pcm and is a semi-detached property with one bathroom but evidence of off-road parking.
 - d) Port Road. This is advertised at £1,300 pcm and is a former local authority semi-detached property with a large front garden but with no evidence of off-road parking.

The Landlord

20. The following comparables were provided by the Landlord (all unfurnished three bed properties with garden and parking):
 - e) Sheraton Close. This is advertised at £1,750 pcm and is a mid-terraced neo-Georgian property.
 - f) Windward Quarry. This is advertised at £1,800 pcm and is a modern mid-terraced townhouse property.

- g) Rosefinch Way. This is advertised at £1,595 pcm and is a modern end-terrace property with 3 bathrooms.
 - h) Clayton Mill Road. This is advertised at £1,700 pcm and is a modern detached property.
 - i) De Walden Mews. This is advertised at £1,750 pcm and is an end-terrace property *“with roof terrace. Located in the gated prestigious Meads Village”*.
 - j) Thorpe Close. This is advertised at £1,725 pcm and is a modern mid-terraced property.
 - k) Langney Point. This is advertised at £1,750 pcm and is a mid-terraced 3-floor property not close to the Property.
21. The landlord maintains that the proposed rent of £1,650 pcm remains below full market value.
 22. He relies upon a number of local comparable lettings said to demonstrate rents between approximately £1,700 pcm and £1,750 pcm for similar three-bedroom houses in the Eastbourne area,
 23. The Landlord emphasises that the property benefits from features which, in his view, distinguish it from the Tenants' comparables, including off-road parking for up to 3 cars, a large garden and the hot tub. The Landlord submits the Property is one mile from a train station and the town centre.
 24. The Landlord has evidenced emails with the local authority's surveyor regarding the repair of the fence separating the Property from the adjoining property which is owned by the local authority. There is evidence that the local authority's surveyor accepts it is their responsibility to repair the fence.
 25. The Landlord also notes that the rent has not been increased for some time.

Determination and Valuation

26. The Tribunal's task is to determine the rent which the landlord might reasonably be expected to obtain under an assured tenancy of the dwelling-house on the open market, disregarding the effect of any tenant's improvements and assuming the landlord's repairing obligations are fulfilled.
27. The Tribunal considered the written evidence provided by both parties, the tenancy information and the photographic evidence.
28. The property is a three-bedroom, end-terrace house with gardens, parking and furnished accommodation. The Tribunal accepts that these features enhance rental value. The Tribunal notes from the photographic evidence that both the bathroom and kitchen have been modernised.
29. The Tribunal also accepts that the property is not in newly refurbished condition and that some allowance should be made for the maintenance issues identified by the Tenants other than the fence, which is not the Landlord's responsibility, about which the Landlord is in correspondence with the neighbouring owner to have this fixed.

30. The Tribunal considers the comparables provided by the Landlord are of little relevance to this matter, being properties which are significantly different in age, character and/or locality from the Property. We preferred the rental submissions provided by the Tenants although we considered the properties to be smaller in size than the Property and generally lacking evidence of a similar sized garden or amount of off-road parking.
31. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,500 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 the comparable properties and furnished.
32. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Issues with the condition of the Property which reduce its value.

The full valuation is shown below:

Starting Rent	<u>£1,500.00</u> pcm
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Less

a) Items given under a) above	£25.00
	<u>£1,475.00</u>

Market rent	£1,475.00 pcm
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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 Tenants submit that the proposed increase would cause financial hardship but provide no evidence in support of that position.
14. The Landlord submits that the Tenants have a brand-new car, though he has not evidenced whether this is subject of a lease, that Mr Moynes earns a living as a personal trainer working from home incurring no expenses, and that Ms Day offered to purchase the Property.
15. As a result of our decision the rent will increase to £1,475.00 pcm. The date specified in the landlord's notice was 9 June 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 9 June 2026.

Decision

16. Therefore, the Tribunal determines the market rent at £1,475.00 per calendar month with effect from 9 June 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.