

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/45UH/MNR/2026/0121
Property	56 Coleridge Crescent, Goring-by-Sea, Worthing, West Sussex BN12 6LT
Tenant	Ineta Miseliunaite
Tenant's Representative	-
Landlord	Christopher Williams
Landlord's Address	62 Nutley Crescent, Goring-by-Sea, Worthing, West Sussex BN12 4LB
Landlord's Representative	-
Date of Application	1 April 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	£1,745.00 per calendar month
Date the new rent takes effect	1 May 2026

REASONS FOR THE DECISION

Background

1. On 27 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,745.00 per calendar month (pcm) in place of the existing rent of £1,250.00 pcm to take effect from 1 May 2026.
2. On 1 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 1 March 2024 for a 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. No furniture is provided by the landlord. The tenant indicated that no services are provided under the tenancy and that there are no separate service charges

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. The Landlord had requested an oral hearing to justify the rent he requested which he considered to be at market value as the Tenant has, in his view, an unrealistic understanding of the market rent for the Property. Neither party sought an inspection. We do not consider a hearing is proportionate given the condition of the Property, which is not in dispute, and the evidence provided which allows us to reach a determination of the market rent, and we concluded that the matters can be dealt with on the papers.
9. 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

10. The Property is a semi-detached house, offering the following accommodation:

Living Room/Dining Room 5.51 m x 4.83m

Kitchen 3.2m x 2m

Bathroom 2.5 x 2m

Bed1 4.78m x 2.97m
Bed 2 3.66m x 2.46m
Bed 3 2.98m x 2.71 m
Garage 5.28m x 2.53m

The Landlord states that the Property also has a good-sized entrance porch and hall.

11. The room dimensions provided by the Landlord were not disputed.

Evidence

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

The Tenant.

13. The Tenant made the following comments:
- a) the Landlord verbally represented when she took the tenancy that the rent would not increase;
 - b) the rent was increased in 2024 and is now proposed to increase again;
 - c) she has received a section 21 notice requiring possession after 17 May 2026;
 - d) she is a single parent working part-time;
 - e) the proposed increase would cause financial hardship; and
 - f) the tenant considers the market rent to be £1,300 pcm.
14. The Tenant did not provide any evidence of comparables.

The Landlord

15. The Landlord disputes that any verbal representations were ever made to the Tenant with regards to not increasing the rent, and submitted that the rent was increased in 2024 and the Tenant did not object to the increase at that time.
16. In terms of rental evidence, the Landlord had provided an extract from the property portal "RightMove" which showed similar properties to the Property in question with rents ranging from £1,650 to £1,850 pcm. Additionally, the Landlord provided letters from two agents who had advised advertising the Property at £1,745 pcm.
17. The following comparables were provided by the Landlord (all three bed houses):
- a) Avalon Way – This is advertised at £1,850 pcm and is considered by the Landlord as a direct comparable as it is 1 mile away and identical in specification comprising a semi-detached house with a garage and off-road parking.
 - b) First Avenue – This is advertised at £1,850 pcm and is considered by the Landlord as a direct comparable as it is closely matched comprising a semi-detached house with integral garage and off-road parking.

- c) Lanfranc Road – This is advertised at £1,750 pcm and comprises a mid-terraced house with no garage nor off-road parking.
- d) Greenland Road – This is advertised at £1,700 pcm and comprises a mid-terraced house with no garage nor off-road parking.
- e) The Pallant – This is advertised at £1,650 pcm and comprises a semi-detached house within 1 mile of the Property with no garage nor off-road parking.
- f) Greenland Close – This is advertised at £1,650 pcm and comprises a mid-terraced house.
- g) Burnham Road – This is advertised at £1,700 pcm and comprises a mid-terraced house.

Determination and Valuation

- 18. The Tribunal considers the comparables provided by the Landlord are relevant to this matter. The properties at or lower in price than the proposed rent were mid-terraced in all but one case, none had a garage and only one had off-road parking. The two properties that command higher asking rents appeared to be of a similar size and have a garage and off-road parking.
- 19. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,745 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.
- 20. From this level of rent, the Tribunal has made no adjustments as the Property is in a modernised and good condition and there is no evidence of improvements and fittings provided by the Tenant for which they should not pay.
- 21. The Tenant submitted that the Landlord had told her in 2021 at the outset of the tenancy that the rent would never be increased. The Landlord denied this. The Tenant admits that the rent was previously increased in 2024, and the Landlord submits that the Tenant did not refuse the rent increase in 2024. On the balance of probabilities, we prefer the Landlord's evidence and do not find that an oral agreement not to increase the rent was ever reached.

Market rent

£1,745.00 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 said that she has a utilities debt that she was unaware of until recently. The Landlord submitted that he has recently returned the tenancy deposit that would allow her to pay the debt.
- 14. As a result of our decision the rent will increase to £1,745.00 pcm. The date specified in the landlord's notice was 1 May 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 1 May 2026.

Decision

15. Therefore, the Tribunal determines the market rent at £1,745.00 per calendar month with effect from 1 May 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.