

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/21UF/MNR/2026/0153
Property	30a Seaview Avenue Peacehaven East Sussex BN10 8SA
Tenant	Sarah Prince
Tenant's Representative	None
Landlord	Janine Connington
Landlord's Address	c/o Jarlands 48 High Street Newhaven BN9 9PA
Landlord's Representative	Jarlands
Date of Application	15th May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS Ms S Johnson
Date of Decision	16th July 2026
Rent Determined	£1,400 per calendar month
Date the new rent takes effect	5th June 2026

REASONS FOR THE DECISION

Background

1. On 7th April 2026 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,500 per calendar month ("pcm") for the Property in place of the existing rent of £1,350 pcm to take effect from 18th May 2026.
2. On 15th 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 18th January 2022.

Allocation of Repairs between Landlord and Tenant.

4. The Landlord is responsible for repairs.

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. None

Hearing

8. Neither party requested a hearing.

The Property

9. The Property is stated to be a semi-detached modern bungalow situated within an area of similar properties about 300 metres from the cliff walk overlooking Friars Bay. It has been extended into the roof.
10. The accommodation includes a living room, dining room, kitchen and utility, 2 bedrooms and a bathroom with wc.
11. Outside there are gardens to front and rear and an attached garage.
12. The property has gas-fired central heating and double-glazed windows.

Evidence

13. The Tenants provided an application form with supporting documents, photographs and video. The Landlord's Agent provided a Rents Form 1A and supporting documents. The Tenant then provided a reply form 1B.
14. Any personal circumstances are not to be taken into account by the Tribunal.

Tenants.

15. The Tenant made the following submissions/comments:
 - a) The Tenant suggests a reasonable rent would be £1,400 pcm.
 - b) The heated towel rail in the bathroom does not work and there are several 'blown' window units.
 - c) Window handles are severely corroded.
 - d) There is an uneven floor in the upstairs bedroom and a leaking toilet.
 - e) A comparable property is offered, advertised at £1,450 pcm.
 - f) The Landlord continues to store some items in the garage.

The Landlord

16. The Landlord's Agent made the following submissions/comments:
 - a) Work orders have been issued for the towel rail, replacement of blown windows, window hinges and handles, repair to toilet and a new boiler.
 - b) The garage door was repaired in May 2026.
 - c) Comparable details provided for properties with asking rents £1,500 to £1,600 pcm.
17. On 6th July the landlords' Agent questioned whether they were able to respond to the Tenant's reply Form 1B. Following a response from the Tribunal office the

Agent submitted a Case Management Application which was unsigned and undated.

18. The Tribunal office replied to this effect. The Agent then submitted a further application signed and dated 7th July 2026. No reason was given for the submission of late information other than the Agent wished to comment on the Tenant's submission.
19. On 9th July 2026 the Tenant then sought to provide further information having located further contemporaneous documents, and, following an advisory note from the Tribunal Office, submitted a Case Management Application dated 9th July 2026.

Determination and Valuation

20. The Tribunal had to first determine whether it would accept the Case Management Applications received out of time from both parties.
21. Whilst, in the interest of justice, the Tribunal would wish to allow parties to fully present their submissions there must come a time in every case by which each party will fully present their case. Neither party requested a hearing.
22. The Tribunal notes that the Landlord was professionally represented and her Agent had completed Form 1A in response to the Application on her behalf. This was the time to make such representations as the Agent felt appropriate.
23. The Tribunal notes that the Tenant had made her original submission and had already had the opportunity to respond to the Landlord by submitting Form 1B. This was the time for her to make such representations as she felt appropriate.
24. Accordingly, the Tribunal decided that it would not grant either party permission to make additional representations.
25. Having due regard to the comparables provided and relying on its own expert, general knowledge of rental values in the area the Tribunal considers that the market rental of the subject property modernised and in reasonable order at the date specified in the Notice would be in the order of £1,550 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 including having white goods, flooring and curtains provided by the landlord.
26. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) Defective windows with broken handles.
- b) Defective boiler.
- c) Mould.
- d) General wants of repair including bedroom floor.

The full valuation is shown below:

Starting Rent £1,550 pcm

Less

a) Items given under a) above	£50	
b) Items given under b) above	£25	
c) Items given under c) above	£25	
d) Items given under d) above	£50	<u>£150</u>

Market rent £1,400 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 stated that an increase would cause hardship and provided a note of Universal Credit that she receives. Cognisant that the rent increase has been limited to £50 per month the Tribunal is therefore not satisfied that the statutory test for **undue** hardship is met.

Decision

- 14. Therefore, the Tribunal determines the market rent at £1,400 per calendar month with effect from 18th May 2026, this being the date specified in the Notice.

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.