

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/21UC/MNR/2026/0150
Property	Flat 3 Longworth House 28 Eversfield Road Eastbourne East Sussex BN21 2DS
Tenants	Shelby Teale
Tenant's Representative	None
Landlord	Sandra Manning
Landlord's Address	c/o Sequence Ltd, Norwich LSC, 4th Floor Cavell House, St Crispins Road, Norwich, NR3 1LF
Landlord's Representative	Fox and Sons
Date of Application	14th 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	£850 per calendar month
Date the new rent takes effect	6th June 2026

REASONS FOR THE DECISION

Background

1. On 14th April 2026 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £900 per calendar month ("pcm") for the Property in place of the existing rent of £825 pcm to take effect from 6th June 2026.
2. On 14th 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 initial assured tenancy commenced on 1st May 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 ground floor flat and is located within a modern purpose-built block situated in a residential area close to the centre of Eastbourne.
10. The accommodation comprises an open plan living room/kitchen, bedroom and bathroom. Outside there is a small area of garden.
11. Heating is from a gas-fired system and windows are double glazed.

Evidence

12. The Tenants provided an application form with supporting documents, comparables and photographs. The Landlord provided a Rents Form MR2 with supporting documents. The Tenant then provided a form MR3
13. Any personal circumstances of either party are not to be taken into account by the Tribunal.

Tenant.

14. The Tenant made the following submissions/comments:
 - a) Carpets throughout are worn.
 - b) She has replaced the silicone in the bathroom due to bad mould and replaced 2 window handles that had corroded.
 - c) Mould has been an issue in her bedroom for some years following an initial leak. This has damaged clothing and furniture
 - d) The leak has been fixed, but the mould continues.
 - e) Five comparable properties are advertised between £750 and £875 pcm.
 - f) The Tenant states that she does not have a parking space.

The Landlord

15. The Landlord's Agent made the following submissions/comments:
 - a) They attach a price guide showing asking rents, but no evidence of rents achieved. They also state that the property has a parking space.
 - b) They confirm the Tenant is awaiting work to remedy the mould.
 - c) They say that the rent has been frozen for some years due to issues with the property.
 - d) A colleague within the Agents states that they have found a slightly similar top floor flat in the same road with no parking, marked let agreed with a rent of £875.

16. Photographs were provided which showed the present condition of the property and photographs taken before the start of the tenancy.

Determination and Valuation

17. The role of the Tribunal is to assess the market rent at the date specified in the Notice. Historic issues are not to be taken into account or compensated for.
18. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Parties, the Tribunal considers that the market rental of the subject Property in good order would be in the order of £875 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. This rent assumes there is no parking space.
19. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) Issues with mould and general condition

The full valuation is shown below:

Starting Rent	<u>£900</u> pcm
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Less

- | | |
|-------------------------------|-----|
| a) Items given under a) above | £50 |
|-------------------------------|-----|

Market rent

£850 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 made no submission or provided any evidence that the new rent will cause undue hardship in respect of hardship.

Decision

14. Therefore, the Tribunal determines the market rent at £850 per calendar month with effect from 6th June 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.