

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00ML/MNR/2026/0184
Property	Upper Maisonette, 20 Hamilton Road, Brighton, East Sussex BN1 5DL
Tenant	Conor O'Sullivan Candice Blackburn
Tenant's Representative	n/a
Landlord	Kalpana Nayak
Landlord's Address	87 Woodland Drive, Hove BN3 6DF
Landlord's Representative	Countrywide Limited
Date of Application	2nd June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge David Cowan – Chair Michael Ayres FRICS
Date of Decision	5th August 2026
Rent Determined	£1,435
Date the new rent takes effect	21st July 2026

REASONS FOR THE DECISION

Background

1. On 22nd April 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1710 per month in place of the existing rent of £1550 per month to take effect from 21st July 2026.
2. On 2nd June 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 tenancy commenced on or around 21st July 2025 for a fixed term until 20th July 2026. The rental period is monthly.

Validity Of Notice – Section 13 of the Housing Act 1988

4. In their application form, the Tenant indicated that they believed that the Landlord's notice was not valid because the market rent is significantly lower than the proposed rent, due to neglect and the state of repair of the property.
5. The Tribunal determines that the notice is valid. The reasons provided by the Tenants are matters to be taken into account in relation to the determination of the rent, and are not relevant to the validity of the notice.

Allocation of Repairs between Landlord and Tenant.

6. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

7. The Tenant states that no furniture is provided by the Landlord.

Liability for Council Tax

8. The rent includes the payment of Council Tax in respect of the Property of £167 pcm. The rent determined is exclusive of Council Tax.

9. The Tribunal notes that clause 4.1.6 indicates that rent does not include payment of Council Tax which is the responsibility of the Tenants. Accordingly, the Tribunal does not accept that the rent includes Council Tax liability.

Any other terms of the tenancy taken into consideration in determining the rent.

10. No other terms of the tenancy were taken into consideration in determining the rent.

Hearing

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

The Property

12. The Property is a first floor two storey maisonette, offering the following accommodation:

Property: two bedrooms, kitchen, living room, Bathroom

The property has central heating.

The Property is situated in two storey building with on street parking

Evidence

13. The Tenant made the following comments:
 - a) The Tenant states that they think the market rent of the property is £1450 because of defects to the property, including mould, structural noise, insecure windows, poor insulation; poor state and condition of the property currently; and poor maintenance.
 - b) Those issues were adumbrated in a detailed statement which included details of issues when the Tenant moved in to the property, as well as the current state of disrepair following £9000 building works, including: mould and damp throughout the property; failed window seals; structural noise nuisance due to roof slates; poor insulation.
 - c) The property is “far from premium”.
 - d) Evidence of emails to the Landlord’s agent detailing repair issues over the course of the tenancy was provided.

- e) Comparables of properties in the BN1 area were provided, including the neighbour's property, between £1350-1550pcm. The neighbour's property with a garden had let for £1300pcm.
14. The Landlord's agent responded:
- a) The property was handed over in an exemplary condition, and provided the inventory.
 - b) The property is a premium multi-storey maisonette, finished to a high architectural standard with premium fixtures.
 - c) The Landlord has a proactive maintenance regime.
 - d) Degradation of the internal aspects of the property are a result of tenant lifestyle and a breach of the tenancy agreement, rather than landlord neglect. "Lifestyle choices" have caused inadequate ventilation and condensation.
 - e) The Tenants have blocked access to tradespeople.
 - f) The Landlord has consistently authorized significant capital expenditure to resolve day-to-day wear and tear.
 - g) The property is in an exceptional commuter location.
 - h) The Tenant made a counteroffer of rent at £1600 pcm, and the Landlord would accept £1650.
 - i) The Landlord requested various orders which, the Tribunal observes, are beyond the scope of this determination.
15. The Tenant replied
- a) The Landlord's assertion that the property was in an exemplary condition at the outset is rebutted by the evidence.
 - b) The property does not have premium fixtures and specification.
 - c) The energy loss report – EPC which placed the property in Band D - indicates poor insulation in the loft. Video evidence of structural noises was also supplied.
 - d) Comparable properties have lower rents.

Determination and Valuation

16. The Tribunal considered all the information provided by the parties.
17. The Tribunal considered that the evidence supplied by the Tenant supported their case regarding insulation, windows, mould and state of the décor. The email correspondence between the Tenants and the Landlord's agent also indicated that there have been regular reports of issues at the property, including after the tenancy commenced.

18. The Tribunal further found that the Landlord's reliance on the inventory was misplaced. Although it does state that the property had been professionally cleaned before the commencement of the tenancy, the detailed comments supported the Tenant's case.
19. The Tribunal considered that the Landlord's agent's assertion that the property had "premium fixtures" was not supported by the evidence provided in the bundle. Further the Landlord's assertion that the issues raised were caused by "lifestyle choices" was not supported by the evidence which went beyond that which, in the Tribunal's experience and expertise, might be said to be "lifestyle choices."
20. The Tribunal observed that the Landlord's agent had not supplied evidence that the Tenants had blocked tradespeople from entering the property.
21. When considering the open market rent, the Tribunal paid particular attention to the comparables provided by the Tenants, noting that the Landlord's agent had not supplied comparables. The Tribunal found that the neighbouring property was not a true comparable because it had one bedroom.
22. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order 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 at the valuation date and if it was in the same general condition as the comparable properties.
23. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Poor insulation and failed windows
 - b) The state of walls and doors at the property
 - c) Mould growth
 - d) Structural noise

The full valuation is shown below:

Starting Rent	£1,550 pcm
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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	£15

Open-Market Rent

£1,435 pcm

Undue hardship

24. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
25. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because the costs of the bills and utilities at the property are high and it is a struggle with the current conditions.
26. The Landlord responded that the credit check at the outset of the tenancy indicated that the Tenants could afford the rent.
27. Given that the Tribunal has determined the open market rent to be below the current rent payable, the Tribunal does not find undue hardship.

Decision

28. Therefore, the Tribunal determines the market rent at £1,435.00 per calendar month with effect from 21st July 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 (rule 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.