

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00ML/MNR/2026/0168
Property	5 Stafford Court, 107 Edward Street, Brighton BN2 0BB
Tenant	Benjamin Phillips
Tenant's Representative	n/a
Landlord	Linda Allenby
Landlord's Address	15 St John Street, Lewes BN7 2QD
Landlord's Representative	n/a
Date of Application	27th May 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	£930
Date the new rent takes effect	1st June 2026

REASONS FOR THE DECISION

Background

1. On 21st March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £990 per month in place of the existing rent of £925 per month to take effect from 1st June 2026.
2. On 27th 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 tenancy commenced on or around 14th July 2021 for a fixed term until 31st January 2022. 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 valid.

Allocation of Repairs between Landlord and Tenant.

5. 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.

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

Liability for Council Tax

7. 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.

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

Hearing

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

The Property

10. The Property is a first floor flat, offering the following accommodation:

Property: Lounge/bedroom, kitchen, bathroom

The property has electric heaters and double glazing

The Property is situated in a four storey block constructed in or around the 1970s.

Evidence

11. The Tenant made the following comments:
 - a) The Tenant states that the following “improvements” have been done by them to the property: changed carpets, replaced curtains, and replaced the washing machine with a washer-dryer.
 - b) The Tenant states that they think the market rent of the property is £925.
 - c) The Tenant asked the Tribunal to consider that the property is between the police station and the hospital and, as a result, next to one of the busiest junctions in Brighton with up to 100 emergency vehicles going past throughout the day.
 - d) The Tenant provided suggested comparables where the rents were between £800-£925 pcm.
12. The Landlord responded:
 - a) The property has a gross internal area of 29 square metres, which is in the EPC (which has a D rating).
 - b) The Tenant’s improvements had not been requested from the Landlord, and so they should be disregarded.
 - c) The Landlord provided a tenancy agreement in relation to the following other properties:

At 9 Stafford Court where the rent was £990 pcm, commencing on 24th March 2025. The Tribunal notes that it is said to be a “fully managed” agreement. The Landlord has provided the EPC for that flat, which was rated a C and is 29 square metres.

At Flat 7, Stafford Court where the rent was £990 pcm, commencing on 15th August 2025. The Landlord has provided the EPC for that flat, which was rated a D and is 30 square metres.

At 14 Stafford Court where the rent was £980 pcm, commencing on 29th May 2026. The Landlord has provided the EPC for that flat, which was rated an E and is 28 square metres.

At 1 Stafford Court, where the rent was £980, commencing on 27th June 2026. The Landlord has provided the EPC for that flat, which was rated a D and is 27 square metres.

- d) The Landlord's commentary was to the effect that she was seeking to bring the rents of all the similar properties in the building into line, taking into account their positioning and their appeal to the market.
- e) Other documents provided by the Landlord included fuller particulars of the properties offered by the Tenant as comparables. Those properties were said by the Landlord to be in a different area.
- f) The landlord provided photographs of the state and condition of the property when first let, which was said to have been deep-cleaned and largely re-decorated.

13. The Tenant replied

- a) Making detailed points about the state and condition of the subject property, including noting that the boiler was "decades old" and had not been serviced, there was mould around windows and on the bedroom ceiling, the carpet was ill-fitting, the fire detection system had not been tested and was over 10 years old.
- b) There appears to be a dispute about whether the cooker needed to be PAT tested.
- c) The Landlord's washing machine was faulty and had to be replaced.
- d) Comments were made about the Landlord's behaviour which meant that communication had been limited. This included what was said to be "multiple entries [into the property] without consent".
- e) The Tenant feared about reporting defects at the property.
- f) There was said to be significant tenant turnover at the building.
- g) Other flats in the building with lower rents were, in fact, similar to the property.
- h) A range of statements by the Landlord were said to be inaccurate.
- i) The Landlord was in fact aware of the washing machine replacement as she had instructed the Tenant to leave the faulty machine in the parking area.
- j) The studio flat in Upper Rock Gardens was in fact let for £950 (and not £1147 as the Landlord had intimated).

Determination and Valuation

14. The Tribunal considered all the information provided by the parties.
15. The Tribunal considered that the comparables provided by the Landlord of other properties in the building, with the associated explanation, were compelling evidence as to the rent. The comparables offered by the Tenant are in different areas from the subject property.
16. 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 £990 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.
17. The Tribunal considered the evidence supplied by the Tenant regarding its internal decoration, including the kitchen and bathroom, and regarded the state and condition as dated. In addition, the Tenant has properly evidenced the replacement of the washing machine, which the Tribunal accepts. There was no evidence supplied as to other matters on which the Tenant relied regarding the management of the property.
18. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Dated state and condition of the interior
 - b) Replacement of the washing machine

The full valuation is shown below:

Starting Rent	£990 pcm
<u>Less</u>	
a) Items given under a) above	£50
b) Items given under b) above	£10
Open-Market Rent	£930 pcm
Undue hardship	

19. 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.
20. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because he is in receipt of Personal Independence Payments, the local housing allowance in Brighton is £920pcm, and he has debt as a result of veterinary bills..
21. The Landlord responded that the Tenant is in receipt of social security payments for his rent.
22. Given that the Tenant has not supplied evidence of undue hardship, and that the rent determined by the Tribunal is £10 above the local housing allowance, the Tribunal does not find undue hardship.

Decision

23. Therefore, the Tribunal determines the market rent at £930.00 per calendar month with effect from 1st 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 (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.