

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00ML/MNR/2026/0185
Property	Ground Floor Flat, 26 Poynter Road, Hove, East Sussex, BN3 7AH
Tenant	Mr P Deuk
Tenant's Representative	N/A
Landlord	Mr M Blencowe and Mrs A Blencowe
Landlord's Address	90 Western Road, Hove, East Sussex, BN3 1GG
Landlord's Representative	Priors Hove
Date of Application	02 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Allen Mr D Jagger MRICS
Date of Decision	10 August 2026
Rent Determined	£1,000.00 per calendar month
Date the new rent takes effect	10 August 2026

REASONS FOR THE DECISION

Background

1. On 6 May 2026, the Landlords, acting by their agent Priors Hove, served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,000.00 per calendar month in place of the existing rent of £950.00 per calendar month to take effect from 1 August 2026.
2. On 2 June 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlords' notice proposing a new rent to the Tribunal for determination of a market rent.
3. The tenancy was granted as an assured shorthold tenancy by an agreement dated 3 May 2018 for a term of six months commencing on 30 May 2018 at a rent of £725.00 per calendar month. The term was extended by a supplemental agreement dated 7 May 2025 for a further period expiring on 29 May 2026 at an increased rent of £950.00 per calendar month. The tenancy has since continued as a periodic tenancy. The rental period is monthly.
4. The Landlords' notice was served on or after 1 May 2026. The Tribunal has accordingly determined this reference under sections 13 and 14 of the Housing Act 1988 as amended by the Renters' Rights Act 2025. Under those provisions the rent determined by the Tribunal may not exceed the rent proposed in the Landlords' notice, and where the Tribunal considers that the new rent taking effect from the date specified in the notice would cause the Tenant undue hardship, it may direct that the new rent takes effect from a later date, being no later than the date of the determination.

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985.
6. By clause 2.9 of the tenancy agreement the Tenant is required to keep all parts of the Property, including the Landlords' fixtures and fittings, in good and tenantable repair and in a good decorative state, fair wear and tear and damage by accidental fire excepted. The Tenant is also responsible for the garden. The Property is let unfurnished, but the floor coverings, window coverings and the white goods in the kitchen are provided by the Landlords.

Services Charges or furniture provided by Landlord

7. Service charges are not payable by the Tenant for the Property. No furniture is provided by the Landlords. The rent is exclusive of charges for utilities.

Liability for Council Tax

8. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

9. The Tenant requested an inspection of the Property. By a decision of a Legal Officer dated 21 July 2026 that request was refused, on the basis that the photographs and other evidence submitted were sufficient to enable the Tribunal to reach a determination and that an inspection would not be a proportionate step. Neither party requested an oral hearing, and on 24 July 2026 the case was directed to be listed for a paper determination. 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

The Property is the ground floor flat of a period house arranged over two floors, comprising a kitchen and dining room, a lounge, one bedroom, a bathroom and a separate toilet.

Outside: Garden.

The Property has central heating. The windows are original or near original single glazed timber sash windows. The Property has an Energy Performance Certificate rating of D.

The Property is situated in Poynter Road, a residential street in Hove within convenient reach of local shops and public transport.

Evidence

10. Both the Tenant and the Landlords returned the Tribunal's reply forms. The Landlords' MR2 form was received out of time and was admitted by a decision of a Legal Officer dated 14 July 2026. The Tenant submitted a reply in form MR3 on 19 July 2026.

The Tenant.

11. The Tenant made the following comments:

- a) The Property has not been refurbished for over 20 years, the only exception being the boiler, which was replaced after the previous boiler was condemned and turned off by an engineer.
 - b) There are very old single glazed sash windows, believed to be original, in every room, and a constant draught through every room which disturbs the Tenant's sleep and aggravates his health. The Tenant sleeps in a tent in the living room in order to keep warm.
 - c) The bedroom is unusable by reason of rotten French doors and is used for storage. The Tenant uses the lounge as his bedroom and the kitchen and dining room as his living area.
 - d) The floor coverings are very worn, the lino in the kitchen area is damaged, and the carpet in the bathroom is mouldy or rotten.
 - e) There are broken electrical sockets, gaps in the windows, and an open fireplace with no filling other than plastic sheeting fitted by the Tenant. The wall beside the bath is crumbling into the bath and has been taped up by the Tenant.
 - f) A cold water tap in the kitchen was broken by a contractor during refurbishment works to the flat above and remains unrepaired.
 - g) There has been no inspection of the Property since the tenancy began in 2018, and the rent has been increased in each of the last four years without any improvement being made to the Property.
 - h) The Tenant contends that the open market rent should be in the order of £800 per calendar month, the rent originally agreed in 2018 having been £725 per calendar month.
 - i) The Tenant objects to the photographs relied upon by the Landlords, which he says were taken by a contractor without his knowledge or permission during a visit to inspect the electrical installation.
 - j) The Tenant is severely disabled and holds a long term award of Personal Independence Payment. His disabilities, together with the condition of the Property, make it difficult for him to look after the Property.
12. The Tenant provided no comparable rental evidence, stating that there are no comparable properties anywhere locally.

The Landlords

13. The Landlords made the following comments:
- a) Whilst the kitchen and bathroom fittings may be considered dated, the Property is in a liveable condition with all of its relevant safety certificates and has an Energy Performance Certificate rating of D, so that there is no reason for the Tenant to be sleeping in a tent.
 - b) The Tenant has made no attempt to maintain the Property and the accommodation is in poor order as a result. The kitchen fittings, the oven

and the fridge freezer are said to be dirty, and dust and cobwebs are said to be present throughout.

- c) The dilapidations said to be caused by the Tenant's lack of cleaning and attention are not a reason to dispute the proposed rent increase.
 - d) The Landlords have worked in the property sector for over 30 years and own a local letting agency and consider on the basis of that professional experience and knowledge of the local residential rental market that £1,000 per calendar month represents a reasonable open market rent for the Property having regard to its location, accommodation and facilities.
 - e) The Landlords invited the Tribunal to inspect the Property in order to assess its condition.
14. In terms of rental evidence, the Landlords provided screenshots of the following properties listed on Rightmove:
- a) An unfurnished flat at Westbourne Gardens, Hove, East Sussex BN3 5PL, listed at £1,400 per calendar month on 22 May 2026 and shown as let agreed.
 - b) An unfurnished flat at Tivoli Crescent, Brighton BN1, listed at £1,500 per calendar month on 6 May 2026 and shown as let agreed.

Determination and Valuation

15. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent. In doing so the Tribunal must disregard the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenant is a sitting tenant, any increase in value attributable to a relevant improvement carried out by the Tenant, and any reduction in the value of the Property attributable to a failure by the Tenant to comply with any of the terms of the tenancy.
16. The Tribunal has therefore left out of account the Landlords' criticisms of the standard of cleaning at the Property and of the condition of the Landlords' white goods. To the extent that any reduction in the value of the Property is attributable to the Tenant's own failure to comply with his obligations, section 14(2) requires that it be disregarded. It is not a matter which increases the rent which the Tribunal would otherwise determine. For the same reason, the Tribunal has not treated the Tenant's use of the bedroom for storage as reducing the accommodation available at the Property.
17. The Tribunal is grateful to the Landlords for the two listings provided. They are of some assistance in establishing the general tone of the market, but weight must

be tempered. Both are advertised asking rents rather than achieved rents, neither is in the immediate vicinity of the Property, and the property at Tivoli Crescent is in Brighton rather than Hove. The Tenant provided no comparable evidence at all.

18. Relying on that evidence, and on its own expert, general knowledge of open market rental values in the area, the Tribunal considers that the market rental of the subject Property in good tenantable condition and let on typical open market terms would be in the order of £1,300 per calendar month. This is the rent we would expect the Property to let for in the open market if it was in good tenantable condition on typical lease terms.
19. From this level of rent, the Tribunal has made an adjustment to reflect the condition of the Property. The Tribunal accepts the Tenant's description of the condition, which is supported by his photographs and is not materially contradicted by the Landlords, who accept that the kitchen and bathroom fittings are dated. The matters taken into account are:
 - a) The dated kitchen and bathroom fittings.
 - b) The original single glazed sash windows, the draughts associated with them and the open and unfilled fireplace.
 - c) The condition of the floor coverings, including the very worn carpet, the damaged lino to the kitchen and the deteriorated carpet to the bathroom.
 - d) The defective French doors to the bedroom and the defective electrical sockets and kitchen tap.

In accordance with its usual practice the Tribunal has made a single global deduction in respect of all of these matters, rather than attributing a separate figure to each element of the disrepair.

The valuation is shown below:

Starting Rent £1,300.00 per calendar month

Less

a) Condition, items a) to d) above Total £300.00

Market rent £1,000.00 per calendar month

20. The rent so determined is the same as the rent proposed in the Landlords' notice. The Tribunal notes that in any event section 14, as amended, prevents the Tribunal from determining a rent higher than the rent proposed by the Landlords.

Undue hardship

- 21 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 on which the Tribunal makes its determination.
- 22 The Tenant provided evidence of hardship. He states that his housing benefit covers £920 per calendar month, so that part of the rent must be met from his remaining benefit income, which he needs for essential living costs and for private medicine. He is severely disabled and holds a long-term award of Personal Independence Payment. The Tribunal accepts that an increase taking effect from the date in the Landlord's Notice would cause the Tenant undue hardship and therefore exercises its discretion to set the starting date for the new rent as 10 August 2026, the date of this determination.

Decision

- 23 Therefore, the Tribunal determines the market rent at £1,000.00 per calendar month with effect from 10 August 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.