

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00ML/MNR/2026/0118
Property	8 College Road, Brighton, East Sussex BN2 1 JA
Tenant	Barbara Sutton
Tenant's Representative	None
Landlord	Carly Johnson
Landlord's Address	Hopsbrook Cottage, Hayle Farm, Horsmonden, Kent TN12 8DZ
Landlord's Representative	None
Date of Application	11 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Gethin – Chair Mr S Hodges FRICS
Date of Decision	7 September 2026
Rent Determined	£1,450.00 per calendar month
Date the new rent takes effect	16 July 2026

REASONS FOR THE DECISION

Background

1. On a date before 1 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,550 per calendar month (pcm) in place of the existing rent of £1,400 pcm to take effect from 16 July 2026 (as amended).
2. On 11 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 16 February 2025 for a term of four months and is currently on a periodic rolling tenancy. The rental period is monthly.
4. The Tenant disputed both the level of the increase and initially the validity of the notice owing to difficulties obtaining a copy of the notice. The Tribunal notes that the Tenant subsequently supplied a copy of the notice and that HMCTS Legal Officers concluded that the notice could be accepted notwithstanding concerns as to dating because the date could be identified from associated correspondence.
5. During the proceedings the Landlord indicated an intention to withdraw the notice, but never formally confirmed withdrawal when directed to do so by 14 July 2026. The Legal Officer therefore directed that the matter should proceed to determination

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 curtain and white goods specified below) and the costs relating to the same.

7. The tenancy includes furniture comprising a sofa bed, two chairs, a bed, bedside table and bathroom dresser. No separate services are provided and there are no service charges payable by the Tenant.

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.

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

9. None.

Hearing

10. Neither party requested an oral hearing. 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

11. The Property is a one-bedroom ground floor flat in a converted Victorian building situated in Kemptown offering the following accommodation:

Open plan kitchen/lounge 14' x 10'

One bedroom 10' x 8'

Bathroom 8' x 4.5'

The tenancy also includes an outside area which the Tenant describes as including decking in disrepair together with mouldy walls. The Property benefits from gas heating. The Tenant stated that there is double glazing to the bedroom and secondary glazing/double window arrangements in the living room. Flooring comprises wood flooring to the principal rooms and vinyl flooring to the bathroom.

Evidence

12. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

13. The Tenant made the following comments:

- a) the Tenant contends that the Property suffers from internal damp and mould and that repairs were delayed. However, in the MR1 application the Tenant also stated at section 11.1 that the repairs had been recently attended to.
- b) the Tenant contends that the outside area has external decking which is rotten and unsafe and that there is evidence of mould on the external walls. The Tenant supplied photographs of the alleged mould growth and external disrepair.
- c) the Tenant contends that the Property is generally inferior to accommodation available locally at rents comparable with or below the proposed increased rent.
- d) the Tenant states that the rent should be £1450 per month.

14. In terms of rental evidence, the Tenant supplied examples of rental advertisements showing a range of two-bedroom properties available within Brighton at rents generally between approximately £1,300 and £1,500 pcm. The Tribunal treats this evidence with caution because the properties are not directly comparable to the subject one-bedroom flat and little information is available regarding condition, accommodation or exact location. Nevertheless, the evidence provides some contextual indication of local rental levels.

The Landlord

15. The Landlord disputes the extent of any disrepair. The Landlord contends that the works required were largely cosmetic, that substantial expenditure has been incurred on improvements and repairs, and that the Property was previously let at £1,500 pcm without issue. The Landlord further disputes the Tenant's account of mould and its causes.
16. The Landlord had provided no comparables in terms of rental evidence.

17. The parties subsequently exchanged extensive submissions concerning the alleged mould, alleged Tenant's smoking, access for repairs, parties' financial circumstances and conduct during the tenancy. No *Order 1* form had been submitted by either party seeking permission to rely upon this additional evidence and accordingly the Tribunal has not had regard for that. In any event, the Tribunal reminds itself that its function in a section 14 Housing Act 1988 determination is to determine the market rent of the property and not to resolve all disputes which have arisen between landlord and tenant.

Determination and Valuation

18. The Tribunal determines the rent by considering the rent at which the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy on the statutory assumptions.
19. The Tribunal accepts that the Property is a self-contained one-bedroom ground floor flat in a desirable part of Brighton and that it benefits from outside space. These are positive features likely to enhance rental value.
20. Whilst described as a generous one-bedroom property with a "top spec" kitchen, the Tribunal had no photographic evidence of the interior of the Property save for a single undated photograph of alleged mould in the corner of a room.
21. The Tribunal considers the comparables provided by the Tenant to be of limited relevance to this matter given they all describe two-bedroom properties. The Landlord had provided no comparables and relied upon the fact that the two prior tenancies of the Property had been let at £1,500 pcm.
22. The Tribunal does not place weight upon the parties' assertions concerning alleged smoking, any anticipated court proceedings, the parties' personal conduct towards one another, or the Landlord's financial circumstances. Such matters are not relevant in assisting the Tribunal in determining open market rental value.
23. Relying on its own expertise and general knowledge of rental values in the area, and having limited regard for the comparables provided by the Landlord and the Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,500 pcm. This is the rent the Tribunal would expect the property to let for in the open market if it was in the same general condition as comparable properties including having furniture provided by the landlord.
24. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) The exterior condition of the walls and decking which are still to be addressed.

The full valuation is shown below:

Starting Rent	<u>£1,500.00</u> pcm
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Less

a) Items given under a) above	£50.00
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Market rent**£1,450.00 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 asked the Tribunal to fix a later starting date in this case. The Tenant states that she receives housing-related benefits and pension credit, has limited income, faces high heating costs and would experience difficulty meeting any increase immediately.
14. The Landlord did not respond to the Tenant's application for postponement due to hardship.
15. As a result of the Tribunal's decision the rent will increase by £50.00 pcm. The date specified in the landlord's notice was 16 July 2026 (as amended). On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 16 July 2026.

Decision

16. Therefore, the Tribunal determines the market rent at £1,450.00 per calendar month with effect from 16 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 (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.