

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/21UG/MNR/2026/0090
Property	79A High Street, Battle, East Sussex TN33 0AG
Tenant	Helen Woodham
Tenant's Representative	None
Landlord	Abraham Feldman
Landlord's Address	Hillbourne Estates Ltd, c/o Riverstone Property Management Ltd, 26 Elm Park Ave, London N15 6AT
Landlord's Representative	Riverstone Property Management Ltd
Date of Application	30 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Gethin – Chair Ms C Barton MRICS
Date of Decision	10 September 2026
Rent Determined	£675.00 per calendar month
Date the new rent takes effect	2 September 2026

REASONS FOR THE DECISION

Background

1. On 10 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,000 per calendar month (pcm) in place of the existing rent of £485 pcm to take effect from 1 May 2026.
2. On 30 March 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 17 February 2016 for a term of 6 months and is currently on a periodic rolling tenancy. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. 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.

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.

Inspection/Hearing

8. A hearing was held on 9 September 2026 at 10:00am by video platform at which the Tenant and Mr Bornstein, a property manager on behalf of the Landlord, attended. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a first-floor flat forming part of a 4-storey converted late Victorian building immediately fronting the High Street in Battle, with commercial convenience store and off licence below, offering the following accommodation in an irregular layout:

Hall, kitchen, living room, one bedroom, and shower room with WC.

The Tenant had provided a useful hand drawn plan with dimensions of the rooms which was not in dispute. She also provided nine undated photographs. Access to the Property is from a shared covered external wooden stairway from the central alleyway below which serves the subject building and the adjacent building, built at the same time and in the same style.

Outside: Access to a shared rear garden.

The Property benefits from heating by electric storage heaters and double glazing to the kitchen window only

The Property is situated in the heart of Battle within close proximity of amenities and Battle Abbey.

Evidence

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

The Tenant.

11. The Tenant made the following comments:

- a) the Tenant confirmed that the Property had been let unfurnished.
- b) there are only 3 storage heaters of which the one in the hallway does not work because it detects significant airflow due to the proximity of 3 doorways nearby.
- c) the kitchen is dated with a drawer front hanging off on one drawer.
- d) the floor coverings (lino in the kitchen, carpets elsewhere) are all worn save for the lino in the bathroom.
- e) there is a lack of maintenance; the front room window frame is rotten and the lights are not working on the steep external stairs.
- f) a large patch of mould had developed in the external facing side elevation of the hallway in early 2026 and there is evidence of leaking water from underneath the shower which in oral evidence the Tenant attributed to a broken or leaking waste trap underneath the shower tray.
- g) the market rent the Tenant should pay should be £695 pcm.

12. In terms of rental evidence, the Tenant relied on an extract from the property portal "*On the Market*" which showed a 1-bedroom flat in the adjoining building advertised at £800 pcm. In oral evidence, the Tenant said that this was a ground floor flat at the rear of the neighbouring commercial unit and that she understood that £750 pcm had been achieved as the rent.

13. The Tenant submitted that the comparable property has a EPC rating of C compared with E for the Property, modern fitted kitchen, built in hob & oven, decor in good condition as well as carpets and blinds throughout, gas central heating rather than storage heaters and a heated towel rail in the bathroom.

14. Her proposed rental figure is therefore lower than £800 pcm.

The Landlord

15. The Landlord, or Mr Bornstein on his behalf, made the following comments:

- a) whilst the s.13 notice had proposed £1,000 pcm, having regard to the condition of the Property the Landlord had proposed £800 pcm which the Tenant had refused. He considered this a fair and reasonable market rent for the property in light of the rents for comparable properties in the area.
 - b) the Landlord is committed to undertaking the repair works to the Property but requires a market rent rather than the £485 pcm which is the rent the Property was let at when the tenancy commenced in 2016.
 - c) Mr Bornstein stated in oral submissions that *"I will agree it is not in the best condition"* and *"The flat should be in much better condition"*. He said that the items reported by the Tenant had been addressed. The storage heater would be relocated in the future so that it no longer automatically turns off because it is in a draughty position. The Tenant responded that whilst the mould had been removed and painted over, following the recent wet weather, there was evidence of further water ingress due to blocked gutters, although she accepted that gaining access to the external elevation is not easy.
16. In terms of rental evidence, the Landlord relied on an extract from the property portal *"On the Market"* which showed an adjacent 1-bedroom unfurnished flat in the adjoining building (Old Bank Apartments) advertised at £825 pcm with an EPC rating of C. In oral evidence, the Tenant said that this was a second floor flat in the adjoining building, but she did not know what had been achieved as the rent.
 17. The Landlord also relied on a 1-bedroom unfurnished flat with storage heaters and double glazing throughout and an EPC rating of D in a relatively modern purpose-built apartment block in Market Square, advertised at £875 pcm.
 18. During oral evidence, the Tenant said that other flats in her building were also owned and let by the Landlord, namely the ground floor flat at the rear of the off-licence in her building and the second-floor flat which has two bedrooms.
 19. Mr Bornstein was unable to confirm the rental value of either flat as he reported that he is not responsible for their management, but he believed that the second-floor flat was let for £1,100-1,200 pcm. Examination of Google Streetview and satellite images shows the reason why the second-floor flats in 79 and 80 High Street differ in the number of bedrooms. The building extends further back for 79 High Street compared with 80 High Street and there is evidence of Velux windows in 79 High Street only. The second-floor flat above the Property is evidently a maisonette which extends into the loft space of the building.

Determination and Valuation

20. Given the Property is situate in part of a semi-detached building, albeit the rear does not extend as far back as 80 High Street, there should have been adequate opportunity for very close comparables. Only the Landlord had provided written evidence of a comparable taken from the wider Battle area.
21. From the oral evidence and submissions, the second-floor flat at 80 High Street is substantially larger than the Property. We were not taken to photographs of the interiors of any of the flats in 79 and 80 High Street. The two comparables from 79 and 80 High Street in written evidence were both unfurnished.

22. We were not taken to any evidence as to the rental value of the first floor flat of 80 High Street which might be considered the closest possible comparable, but we note the fact it does not extend as far back as the Property.
23. Absent evidence otherwise, we proceed on the basis that the written and oral comparables were all in modernised condition.
24. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £825 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 without having furniture provided by the landlord.
25. This value reflects the fact that the Property is a characterful heritage property, with excellent access to amenities, a view from the living room bay window of Battle Abbey, and the facility of a shared garden all of which will command a premium. Against that, the Property has storage heating rather than central heating which would be considered a disadvantage. The lack of off-road parking is commensurate with comparable properties in what we understand to be a conservation area.
26. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) The unmodernised condition of the Property (in particular the kitchen) relative to the comparable properties.
 - b) Worn floor coverings.
 - c) Issues with the condition of the Property which are yet to be addressed which reduce its value including damp/mould on the living room wall and the leak from below the shower tray.

The full valuation is shown below:

Starting Rent	<u>£825.00</u> pcm
---------------	--------------------

Less

a) Items given under a) above	£75.00
b) Items given under b) above	£25.00
c) Items given under c) above	£50.00
	<u>£150.00</u>

Market rent

£675.00 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. She says she will otherwise be caused undue hardship because her rent is part funded by Universal Credit and currently the rental is over the Local Housing Allowance. Although not in the written evidence,

the Tenant says that she has been told that her Universal Credit will not be increased beyond £547 pcm. This means that as a result of any further rent increase, Universal Credit will not cover the increased amount. The Tenant is also reportedly in receipt of disability benefits. No written evidence was provided in support of the Tenant's submissions on hardship.

14. The Landlord did not respond to the Tenant's application for postponement due to hardship.
15. As a result of our decision the rent will increase by £190.00 pcm. The date specified in the landlord's notice was 1 May 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that if the increase took effect from the date in the Landlord's Notice, it would cause undue hardship. Accordingly, the Tribunal sets the starting date for the new rent as 2 September 2026.

Decision

16. Therefore, the Tribunal determines the market rent at £675.00 per calendar month with effect from 2 September 2026 being the start of a rental period.

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.