	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**HAV/45UC/MRA/2026/0131**
Property	**27 Cheal Way** **Wick** **Littlehampton** **West Sussex** **BN17 6FL**
Tenant(s)	**Ginny Lewis**
Tenant's Representative	**None**
Landlord(s)	**Nicholas Bacon**
Landlord's Address	**10 Camelia Close** **Littlehampton** **West Sussex** **BN17 6UT**
Landlord's Representative	**None**
Date of Application	**5th September 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**I R Perry FRICS** **S Johnson**
Date of Decision	**2nd November 2026**
Rent Determined	**£1,450 per calendar month**
Date of Valuation	**1st November 2026**
Date the new rent takes effect	**8th November 2026**

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REASONS FOR THE DECISION

Background

1. On 19th August 2026 the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,450 per calendar month (pcm) in place of the existing rent of £1,350 pcm to take effect from 1st November 2026.

2. On 5th September 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 8th October 2020. The rental period is monthly, payable on the 8th day of each month.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In her application form, the Tenant has indicated that she considers the Landlord's notice to be *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 curtain and white goods specified below) and the costs relating to the same.

6. None.

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. None.

Reasons

9. These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

Hearing

10. Neither party requested an oral hearing.

The Property

11. The Property is a modern end-terraced house situated in a mixed residential development on the northern side of Littlehampton.

12. The accommodation includes a hall, open plan living/dining/kitchen and WC on the ground floor, 2 bedrooms and a bathroom on the first floor, a bedroom and ensuite shower room on the second floor.

13. Outside there are small gardens to the front and rear and 2 allocated parking spaces.

14. The property has gas-fired central heating, double-glazed windows and flooring coverings throughout.

Evidence

15. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant(s)

16. The Tenant(s) made the following comments:

    a) The bathroom and kitchen fittings are 25 years old.

    b) The Landlord is slow in effecting necessary repairs.

c) When she first moved in the Tenant improved the rear garden with the Landlord's consent and always asks for permission before undertaking even minor works.

d) The Tenant provides photographs, internal and external.

17. The Tenant did not provide comparable rental evidence.

The Landlord(s)

18. The Landlord(s) made the following comments:

a) He has always kept the rent below full market level, and the property was fully redecorated before the start of the tenancy.

b) Two of the bedrooms have fitted wardrobes.

19. The Landlord referred to comparable properties with 3-bedroom houses being advertised at £1,550 to £1,650 pcm.

Determination and Valuation

20. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The Tribunal has nevertheless taken into account the Tenant's evidence concerning the condition of the Property and delays in carrying out repairs insofar as such matters may affect the rental value of the Property at the valuation date. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

21. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £ 1,600 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.

22. The Tribunal has made a deduction from the open market rent to reflect the tenant's improvement of the rear garden, which would otherwise enhance the rental value of the property. The Tribunal assesses that adjustment at £100 pcm.

23. However, the Tribunal determines the new rent at the amount proposed by the Landlord of £1,450 pcm, with effect from 8th November 2026 as this is lower than the open-market rent determined by the Tribunal.

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 stated that she is currently not working due to ill health and the proposed increase will cause hardship as she tries to find a job that she can hold down, "even with my condition".

26. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support her submission. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

Decision

27. The Tribunal determines the new rent at the amount proposed by the Landlord of £1,450 per calendar month as this is lower than the open-market rent of £1,500 determined by the Tribunal, with effect from 8th November 2026, which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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 after 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.