	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/21UD/MRA/2026/0105
Property	Top floor flat:217 Mount Pleasant Road, Hastings, East Sussex, TN34 3SS
Tenant	Anna-Marie Wood and Christopher Wood
Tenant's Representative	-
Landlord	Ruby Star Properties South East Limited
Landlord's Address	16 Oakfield Way, Bexhill-on-Sea, TN39 4EY
Landlord's Representative	Go Forward Property Management Limited
Date of Application	31 August 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	W H Gater FRICS (Chairman) M Woodrow MRICS
Date of Decision	9 November 2026

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Rent Determined	£850 per calendar month
Date of Valuation	9 November 2026
Date the new rent takes effect	1 December 2026

REASONS FOR THE DECISION

Background

1. On 18 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,000 per calendar month(pcm) in place of the existing rent of £650 pcm to take effect from 1 September 2026.

2. On 31 August 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 1 June 2014. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Liability for Council Tax

5. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

6. 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

7. The Property is a second floor flat in a three-storey, terraced, bay fronted building.

   The accommodation comprises: Hallway, Living room. 2 bedrooms. Kitchen. Bathroom. WC.

   Outside: There is no separate outside facility associated with the flat. A garden is said to be shared.

   The Property has electric radiators, a night storage heater and a bathroom fan heater. Windows are double glazed.

   The Property is situated to the north of the town centre about two miles from Hastings Old Town and the seafront.

Evidence

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

The Tenant

9. The Tenant made the following comments:

   a) The Tenant confirmed that she has provided all carpets except for the hallway and bathroom.
   b) She has added kitchen units to the two existing units and the kitchen is mismatched.
   c) The property suffers from persistent excessive mould despite some external repairs and she asserts that her daughter's health issues are due to this. Domestic items must be stored in plastic boxes around the flat to avoid mould.
   d) Generally, the state of the property is poor with large cracks, poor plastering and a non-working hot tap in the bathroom .

10. The Tenant provided the following comparables:

    a) 2 Bed Flat, Mount Pleasant Road TN34, let agreed. Offered at £895 pcm

    b) 2 Bed flat Cloudsley Road, St Leonards-on-Sea, TN37 Offered at £850 pcm

c) 2 Bed flat over a shop York Buildings. Offered at £900 pcm

The Landlord

11. The Landlord made the following comments:

a) The Tenant has never reported the defects referred to and they are therefore unable to fix things.

b) The Tenant is in breach of her tenancy agreement by making unauthorised additions to the kitchen, unauthorised decoration and keeping pets without consent.

c) Condensation/ mould is caused by the tenants lifestyle with domestic clutter heavy furniture preventing airflow.

d) The Tribunal must disregard and reduction in rental value due to the Tenants failure to comply with the tenancy terms.

12. The following comparables were provided by the Landlord:

a) Flat 215 let at £1,100 pcm in August 2026.
b) Flat 215A basement flat let at £1,200 pcm in April 2026.

Both flats are in the same building and let by the Landlord in the current case.

They are described as identical in square footage, layout and bedroom count, with a shared garden. No details of the current condition of the flats or photographic evidence was provided. The Landlord states that the rent proposed reflects the fact the subject flat is unmodernised. The comparables provided by the Tenant are generic and do not reflect the proven rental value of this specific property.

Determination and Valuation

13. 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 personal circumstances of the Tenant are only considered if an application for hardship has been made.

14. The Tribunal is required to assess the rental value of the flat assuming it is vacant and to let.

15. The Landlord's assertion that the Tenant is in breach has a limited effect on the rent in this case. The Tenant maintains that second hand mismatching units were added to the kitchen which originally had two cupboards. The Landlord says that this was done in breach. Whichever is correct the flat has either limited kitchen fittings or old mismatching ones. Photographic evidence shows that some wall finishes are poor even in areas not decorated by the tenant. The issue of keeping pets without consent is not relevant to rental assessment vacant and to let.

16. There is broad agreement between the parties that the property is below the standard required by the market for flats of this type. In correspondence with the Tenant, the Landlords states that bringing up the property to a fully modernised standard requires extensive structural and intrusive intervention.

17. The Tribunal notes that the tenant has provided some carpets.

18. Therefore, if the property were to be offered to let it would be in need of extensive modernisation with particular reference to the kitchen and would lack some carpets.

19. In considering comparables provided the Tribunal has viewed these in the light of the general market in Hastings.

20. The Landlords only comparables are those let within the block. Whilst it is said that these have been fully modernised, no photos or details of equipment or finishes has been provided. Examining the letting agreements, Flat 215A has been let on special terms with an allowance of £2000 against rent and deposit for additional works. In the other flat the deposit has been waived. The absence of explanation of these special terms makes comparison difficult e.g. it may be that the benefit to the tenant effectively moderates the rent.

21. The rents passing at £1,100 and £1,200pcm are considered to be outliers when viewed in the context of other lets in the area. The Tenant's reference to a let agreed in Mount Pleasant Road at £895 pcm appears to conform with other quoted lettings.

22. Relying on its own expertise and general knowledge of rental values in the area and having noted the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rent of the subject Property fully modernised and in good order would be in the order of £1,000 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 required by the market for letting.

23. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) Unmodernised condition of the flat
    b) Partial provision of carpets.

The full valuation is shown below:

Starting Rent			£1,000 pcm
Less			
a)	Items given under a) above	£ 125	
b)	Items given under b) above	£ 25	
		£ 150	
Open-Market Rent			£850 pcm

Decision

24. The Tribunal determines the new rent amount at £850 per calendar month with effect from 1 December 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.