	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**HAV/45UC/MNR/2026/0055**
Property	**20 Christchurch Crescent** **Bognor Regis** **West Sussex** **PO21 5SP**
Tenant	**Ms Elizabeth Gay**
Tenant's Representative	**Chloe Rixon – Counsel**
Landlord	**Mr William James Wells**
Landlord's Address	**1 Almshouses** **Station Road** **East Tisted** **Alton** **GU34 3QP**
Landlord's Representative	**None**
Date of Application	**28th February 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**I R Perry FRICS** **N I Robinson FRICS**
Date of Decision	**5th November 2026**
Rent Determined	**£995 per calendar month**
Date of Valuation	**20th March 2026**
Date the new rent takes effect	**20th March 2026**

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REASONS FOR THE DECISION

Background

1. On 27th January 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,400 per calendar month(pcm) in place of the existing rent of £895 pcm to take effect from 20th March 2026.

2. On 28th February 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 20th February 2013. 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 curtain 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.

Reasons

8. 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.

9. The property had been inherited by 2 brothers on the death of their father.

Hearing

10. A hearing was held on 5th November 2026 at 10.00 by video platform. The Tenant was represented by Ms Rixon and Mr William Wells appeared himself for the joint Landlords. 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

11. The Property is a modern detached bungalow with brick elevations beneath a tiled roof situated in a residential area about 600 metres from the seafront in Bognor Regis.

12. The accommodation includes a living room, kitchen, 2 bedrooms, bathroom with WC and a conservatory. There are gardens to front and rear and a single garage.

13. Building works have been completed in the past including the provision of wheelchair access and widening internal doors, all at the cost of the Local Authority as provision for the Tenant.

Evidence

14. The parties completed the relevant Rents 1 (tenant), Rents 1A (landlord) and provided evidence of comparable properties and photographs.

The Tenant

15. The Tenant made the following comments:

    a) The Notice of Rent Increase was invalid as paragraph 3 had not been completed and it was signed by only 1 of 2 Landlords.

    b) At the start of the Tenancy the Landlord had provided the oven and hob, 1 window blind in the living room and carpets throughout, but no curtains.

c) The Tenant lists various items of disrepair summarised by Counsel under 4 headings; - mould and dampness; bathroom floor; damaged walls and plasterwork; defective doors, handles and locks.

d) In addition, the Tenant had submitted an Electrical Installation Condition Report dated 18th February 2026 in which the system is described as 'Unsatisfactory', that carpets are worn, there are repair issues with rainwater goods, missing cupboard doors in kitchen, uneven driveway, broken lights, and other general wants of repair.

e) The Tenant keeps the property well ventilated.

f) The rent should not be increased at all.

g) That the works undertaken by the Local Authority should be regarded as Tenant's improvements, and therefore discounted in arriving a a new rental figure.

16. The Tenant provided the following comparables:

a) A 2-bedroom bungalow in postcode PO22 advertised at £895 pcm.

b) A 2-bedroom bungalow in Chichester advertised at £1,200 pcm.

The Landlord

17. The Landlord made the following comments:

a) The Landlord had tried to make appointments for various workmen to attend at the Property and carry out repairs.

b) The Property was fully refurbished before the tenancy began and that many of the defects are caused by the Tenants neglect.

c) That door and window locks were all repaired more than 1 year ago.

18. The following comparables were provided by the Landlord:

a) A semi-detached bungalow in Glynde Crescent advertised for £1,400 pcm.

b) A semi-detached bungalow in Oxford Drive, Bognor Regis advertised at £1,400 pcm.

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

19. In her application form, the Tenant has indicated that she considered that the Landlord's notice is invalid as paragraph 3 had not been completed. During the Hearing Ms Rixon suggested that the Notice might be invalid as it had been signed by only 1 of the owners.

Determination and Valuation

20. The Tribunal first considered the validity of the Notice.

21. Correspondence and electronic communication between the Parties clearly showed that Mr William Wells was acting on behalf of himself and his brother and the Tenant communicated with him as Landlord.

22. The Tribunal noted that paragraph 3 of the Notice had not been completed.

23. The Validity of the Notice is not part of the Tribunal's jurisdiction, it is a County Court issue. However, the Tribunal has in mind the cases of Moony v Whiteland [2023] EWCA Civ 67, the effect of which is for the Tribunal may consider the issue so as to decide whether to proceed to a determination of the rent, and Atesheva v Halifax Management Ltd [2024] UKUT 314 (LC) in which it was held that an email received before the start date of the proposed new rent but was not in the proper application form. It was held the email not being "substantially to the same effect", the requirement for the application to be made on the prescribed form was of lesser significance that a timely application,

24. The Tribunal takes the view that neither of these issues was sufficient to invalidate the Notice of increase and the Tribunal proceeded to determine the rent as at 20th March 2026.

25. 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.

26. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,400 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 including having carpets, curtains, cooker, washing machine and fridge provided by the landlord.

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

    a) Tenants provision of some white goods.
    b) Tenants provision of curtains.
    c) Poor condition of carpets, at least 13 years old.
    d) Improvements necessary to electric wiring.
    e) Defective rainwater goods and cleaning.
    f) Evidence of condensation/ mould on cold spots throughout the Property.
    g) Poor kitchen fittings with doors missing.
    h) Dated bathroom and disrepair.
    i) Other general wants of repair.

    The full valuation is shown below:

Starting Rent			£1,400 pcm
Less			
a)	Items given under a) above	£ 20	
b)	Items given under b) above	£ 15	
c)	Items given under c) above	£ 50	
d)	Items given under d) above	£ 30	
e)	Items given under e) above	£ 15	
f)	Items given under f) above	£ 50	
g)	Items given under g) above	£ 100	
h)	Items given under h) above	£ 25	
i)	Items given under i)	£100	£405 pcm
Open-Market Rent			**£995 pcm**

Undue hardship

28. The new rent takes effect from the date which is specified in the Notice 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 of the decision.

29. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because she is disabled and is dependent on Universal Credit.

30. The Landlord stated that he too would suffer hardship if the increase were deferred until the date of the Decision.

31. As a result of our decision the rent will increase by £100 pcm.

32. The threshold for demonstrating undue hardship is high. The Tenant has produced some evidence to support her submission, but the Tribunal determined that this was not enough to defer the date from which the new rent should take effect.

33. The Tribunal determines the new rent amount at £995 pcm with effect from 20th March 2026, this being the date specified in the Notice.

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.