

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/21UF/MNR/2025/0849
Property	38 Cinque Foil, Peacehaven, East Sussex, BN10 8DZ
Tenants	Mr Abdulrahman Saud Alsaif & Mrs Nujud Abdulaziz Alhamad
Tenants' Representative	None
Landlord	Ms Kristina Saba
Landlord's Address	C/o Cubitt & West
Landlords Representatives	Ms Hannah Brasier & Ms Leah Peacock Cubitt & West St Leonard's House North Street Horsham, RH12 1RJ
Date of Application	20 December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr J G G Wilson MRICS - Chair Mr J Reichel BSc MRICS
Date of Decision	1 May 2026
Rent Determined	£1,200.00 per calendar month
Date the new rent takes effect	24 December 2025

REASONS FOR THE DECISION

Background

1. On 19 November 2025, Ms Hannah Brasier, on behalf of the landlord, served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,250.00 per calendar month (pcm) in place of the existing rent of £1,200.00 pcm to take effect from 24 December 2025.
2. On 20 December 2025, under Section 13(4)(a) of the Housing Act 1988, Mr Alsaif, on behalf of the joint tenants, referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The Tribunal gave Directions ('the Directions') dated 19 March 2026. The landlord is required to have sent their completed Statement (their case) to the tenants and copied to the Tribunal by 2 April 2026. Correspondingly, the tenants are required to have sent their completed Statement to the landlord and copied to the Tribunal by 16 April 2026.
4. The assured tenancy commenced on 23 August 2023 for a term of 12 (twelve) months. The rental period is calendar monthly.

Allocation of Repairs between Landlord and Tenants.

5. The Tribunal has been provided with a copy of the tenancy renewal agreement signed and dated on behalf of the landlord on 1 August 2024 and by the tenants on 8 August 2024 and 13 August 2024.
6. The tenants are obliged to keep the interior of the premises including any fixtures and fittings in good repair and condition throughout the term (with the exception only of installations which the landlord is liable to repair under section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act')). Also to keep the interior of the premises in good decorative order and condition.
7. The landlord is obliged to keep the premises, the installations and its appliances in repair and good working order, subject to section 11 of the 1985 Act.

Services or furniture provided by landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

8. Mr Alsaif has confirmed that whereas there are no services provided by the landlord, furniture is provided. At this juncture the Tribunal notes from the information provided there is neither reference in the Periodic Property Inspection signed and dated 11 February 2026 to the landlord's removeable

chattels, nor in the Inventory and Schedule of Plight and Condition of the property produced by DB Lettings Services dated 18 August 2023.

Liability for Council Tax

9. The tenants are 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.

10. The tenants are required: to occupy the property in a 'tenant-like-manner', to do minor jobs, to take reasonable care of the premises including any fixtures and fittings, and to take reasonable and prudent steps to heat and to ventilate the premises adequately to help to prevent condensation. Where such condensation may occur, to take care to wipe down and clean surfaces promptly from time to time to stop the build-up of mould growth or damage to the premises, its fixtures and fittings.
11. The tenants are responsible for the maintenance and upkeep of the garden (if any) and patio (if any).
12. At the termination of the tenancy the tenants are to return the property in the condition assessed in the Inventory and Schedule of Condition save any significant mistakes, mis-descriptions or other amendments which have been notified to the landlord within seven days of receipt. All damage or compensation for damage (over and above fair wear and tear) will be based on the record in the Inventory and Schedule of Condition.

Inspection/Hearing

13. Neither party requested an oral hearing. The Tribunal has considered this case on the bases of the papers provided by the parties, having viewed the property on the internet, its own knowledge and specialist expertise.

The Property

14. 38 Cinque Foil is the first floor flat in a two-storey 1960/1970's building of traditional brick construction and pitched tiled roof. The flat has its own off-street entrance, offering the following accommodation:

Ground floor: entrance lobby with stairs up to...

First floor: landing, open plan reception room/kitchen, two bedrooms and one bathroom/WC.

Outside: A cupboard with meters and a front garden and patio. The front garden and patio is not demised – see later.

The Property benefits from gas fired central heating, double glazing, curtains and floor coverings.

The Property is situated in the northeastern area of Peacehaven, off Pelham Rise.

Evidence

15. Ms Leah Peacock has given a Statement on behalf of the landlord to follow the Directions, and Mr Alsaf has given submissions in a ‘Statement in Support of Application’ for the tenants with their application.

The Tenants.

16. The tenants have made the following comments:
 - a) The tenants describe the property as a house (the Tribunal has determined the property is a flat – see paragraph 14 above) with a small front garden. They confirm they have provided the carpet in the living room.
 - b) Under ‘Repairs’, the tenants say they are responsible for ‘general cleanliness and minor day-to-day upkeep only.’
 - c) In their Statement the tenants say there have been persistent and serious disrepair issues, most significantly widespread damp and black mould affecting the whole house, which have not been fully resolved and appear to be related to the structure and fabric of the property. The tenants say they take various measures to mitigate the damp and mould, but the problems persist. Photographs have been provided which show instances of mould.
 - d) The tenants go on to say there have been prolonged failures to repair essential fixtures and fittings, which include: a leak beneath a bathroom sink, broken tiles and defective kitchen appliances.
17. The tenants have not provided any rental evidence, but say the defects materially affect the amenity and market rent of the property. The proposed increase to £1,250 per calendar month is not justified as it does not reflect the market rent of the property in its current condition.

The Landlord

18. Ms Peacock has given a Statement on behalf of the landlord and says in outline as follows:
- a) The property is a top floor (first floor) flat with reception room, kitchen, two bedrooms and one bathroom/WC. A floor plan of the property has been provided.
 - b) Features of the property include gas fired central heating, full double glazing, carpets and curtains, and all White Goods. Ms Peacock says there is no garden.
 - c) Under Disrepairs/Defects', Ms Peacock says the property is in generally fair decorative order throughout with fair wear and tear. Ms Peacock then itemises various disrepairs/defects identified in January 2024 which include missing mortar, window sealants, guttering, fascias, insulation and moss. The kitchen has modern cupboards with worn surfaces and integrated appliances. The bathroom/WC is of a modern style and fully tiled.
 - d) Thereafter Ms Peacock refers to an 'additional sheet' which includes details of a routine inspection carried out by the landlord's representative on 10 January 2024. Following the inspection mould was removed coupled with a deep clean and completed on 21 May 2024. A further inspection in July 2024 confirmed no issues with mould/damp. A dehumidifier was supplied and two in-line extractor fans were installed. In September 2024 the stairwell, hall and living room were redecorated. Following a further inspection in January 2025 mould was evident. In November 2025 a new hob and oven were installed. Ms Peacock is critical of the tenants for not having reported the defects in the first instance through the proper channels.
 - e) Under 'Any Other Comments', Ms Peacock gives outline details of the local amenities, which include Newhaven railway station, local schools, the doctors' surgery and a supermarket.
19. With regards to the market rent Ms Peacock says the tenancy commenced in August 2023 and the rent has remained at £1,200 per calendar month. Brief outline details of two comparable lettings' properties have been provided.
- 1) A two-bedroom apartment in a purpose-built block of flats on South Coast Road, Telscombe Cliffs, with a quoting rent of £1,300 per calendar month.

- 2) A two-bedroom, top floor, unfurnished, apartment in a purpose-built block of flats on Lake Drive, Peacehaven, BN10, with a quoting rent of £1,250 per calendar month.

Determination and Valuation

20. Whereas the Tribunal has read all the contents of the bundle (the papers), it limits its discussion and considerations to those points relevant to reach its determination.
21. Both parties have provided the Tribunal with Statements to present their cases. Whereas Ms Peacock has provided the Tribunal with limited comparable lettings evidence to support her assessment of the market rent, the tenants have not provided any comparable evidence.
22. Ms Peacock's Statement has been provided further to the Directions. The tenants' Statement has been given with their application. The information provided includes a copy of the tenancy renewal agreement dated August 2024 and the Inventory and Schedule of Plight and Condition dated 18 August 2023, which the Tribunal understands to be the check-in report. The check-in report includes 'Miscellaneous Tenant Comments' with associated photographs. In addition, the Tribunal has been provided with a Periodic Property Inspection dated 11 February 2026, which includes 'Maintenance Observations', and a floor plan of the property. The tenants have given submissions on the condition of the property with accompanying photographs.
23. Under 'Features' in her Statement, Ms Peacock neither includes reference to a private garden within the demise, nor as an 'Other.' From the photographs provided and notwithstanding what the tenants say, the Tribunal has determined the front garden and patio is not within the demise, albeit it provides access to the property and is for the shared use of with the occupiers of the adjacent property. Accordingly, it follows the tenants are not responsible for the upkeep and maintenance of the garden and patio.
24. The tenants are obliged to keep the interior of the premises including any fixtures and fittings in good repair and condition, with any potential compensation for damage to be assessed on the Inventory and Schedule of Condition (over and above fair wear and tear). In addition, the tenants are obliged to do minor jobs and to keep the interior of the premises in good decorative order and condition; the latter of which the Tribunal interprets to be an 'internal decorations' obligation.
25. The tenants are required to occupy the property in a tenant-like-manner, which includes to take reasonable and prudent steps to heat and to ventilate the

property adequately to help to prevent condensation, which in turn leads to the requirement to wipe and clean down surfaces promptly to stop the build-up of mould growth. From the description of the property condition/standard of cleaning in the check-in report, coupled with the inclusion of the clause in the tenancy agreement for the tenants to take reasonable and prudent steps to mitigate the build-up of mould growth and the information provided by the tenants, it is evident to the Tribunal there is a history of mould growth at the property, for which there is, despite taking reasonable steps, a continuing risk of the same and of which the landlord is fully aware.

26. Ms Peacock has been critical of the tenants in their failure to follow procedures to report instances of mould growth through the correct channels. The inference drawn by the Tribunal being the tenants have failed to take the appropriate steps to report the same, to mitigate the mould growth, thus have exacerbated the problem.
27. The Tribunal has determined there are two valuation factors associated with the mould growth: (1) the tenants' obligation to mitigate the same, and (2) the associated loss of amenity.
28. The Tribunal considers the comparable lettings provided by Ms Peacock, albeit limited in number and corresponding information provided, are relevant to this matter.
29. Relying on its own expert, general knowledge of rental values in the area, and the comparable evidence provided by Ms Peacock, the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £1,300.00 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 including having white goods and curtains provided by the landlord.
30. From this level of rent the Tribunal has made adjustments in relation to the following:
 - a) The tenants' provision of the carpet in the reception room/living room.
 - b) Items of disrepair and general dated condition.
 - c) Tenants' obligations to do minor jobs and internal decorations.
 - d) The tenants' obligation to mitigate the ongoing risk of mould growth and its associated loss of amenity.

The full valuation is shown below:

Starting Rent	<u>£1,300.00</u> pcm
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Less

a) Provision of the carpet	£10.00
b) Disrepair/dated condition	£25.00
c) Tenants' minor jobs and decorations' obligation	£25.00
d) Mould growth/loss of amenity	<u>£40.00</u>
	<u>£100.00 pcm</u>

Market Rent

£1,200.00 pcm

Undue hardship

31. The new rent takes effect from the date specified in the landlord's Notice of Increase unless that would cause undue hardship to the tenants. 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.
32. The tenants have not given any submission to the Tribunal that the starting date specified in the Notice for the new rent would cause them financial hardship.
33. As a result of our decision there is no increase in the rent payable. The date specified in the landlord's notice is 24 December 2025.

Decision

34. Therefore, the Tribunal determines the market rent at £1,200.00 (One Thousand Two Hundred Pounds) per calendar month with effect from 24 December 2025.

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.