

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/21UH/MNR/2026/0172
Property	1 Garden House Cottages, Plaw Hatch Lane, East Grinstead, West Sussex RH19 4JL
Tenant	Rita Povilatiene
Tenant's Representative	n/a
Landlord	Anthony Grubb
Landlord's Address	Mayes Farm, Grinstead Lane, East Grinstead, TH19 4HP
Landlord's Representative	Anne-Marie Hall
Date of Application	29th May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge David Cowan – Chair Colin Davies FRICS
Date of Decision	3rd August 2026
Rent Determined	£1,300
Date the new rent takes effect	1st June 2026

REASONS FOR THE DECISION

Background

1. On 30th April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1500 per month in place of the existing rent of £1,075 per month to take effect from 1st June 2026.
2. On 29th May 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 tenancy commenced on or around 15th July 2019 for a fixed term until 14th July 2020. The rental period is monthly. The tenancy was made between the Landlord, of the one part, and the Tenant and a third party as joint Tenants, of the other part.

Validity Of Notice – Section 13 of the Housing Act 1988

4. In their application form, the Tenant indicated that they believed that the Landlord's notice was 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 curtains and white goods specified below) and the costs relating to the same.

6. The Tenant states that no furniture is provided by the Landlord.

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. No other terms of the tenancy were taken into consideration in determining the rent.

Hearing

9. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the Tenants and the Landlord, and its own knowledge and specialist expertise.

The Property

10. The Property is a semi-detached house, offering the following accommodation:

Property: three bedrooms, living room, kitchen, bathroom, garden

The property has storage heaters, with a car parking space.

The Property is situated in a rural location is a relatively modern type of workman's cottage.

Evidence

11. The Tenant made the following comments:
 - a) The Tenant states that the following "improvements" have been done by them to the property: attic insulation, carpet in the living room, painting walls, cleaning gutters, window frame and hinges repair.
 - b) The Tenant states that they think the market rent of the property is £1100.
 - c) The property has very old storage heaters, poor insulation/windows, no floor insulation and there are ongoing damp issues. It has an energy rating of E. It costs a considerable amount to heat during winter and only reaches temperatures of 16 degrees.
12. The Landlord responded:
 - a) The tenancy agreement was with the Tenant and a third party.
 - b) The Tenant's comments about the kitchen, repairs and improvements had not been reported to the Landlord, who is willing to inspect and address genuine issues.
 - c) The Landlord informed the Tribunal that it had evidence of comparators in rural and semi-rural locations locally of similar properties at rents between £1400-1800. The Tribunal notes that details of those comparisons were not provided to it by the Landlord.

13. The Tenant replied:
- a) The other named Tenant left the property seven years ago. The Landlord was aware of that departure and did not request any change to the tenancy agreement.
 - b) The Tenant had a co-operative relationship with the Landlord, with whom she corresponded either by text message or telephone call. The Landlord had always conducted minor repairs expeditiously.
 - c) The Landlord's agent had not followed up the Tenant's emails or a request to inspect the property.
 - d) The Tenant had accepted the property at the outset in basic condition and the overall standard remains unchanged. Only minor decoration has been conducted, including attic insulation.
 - e) The windows are ageing and have failed seals causing condensation and misting between the panes.
 - f) There is damp affecting the bedrooms
 - g) There is poor insulation to the roof and the floors.
 - h) There are concerns regarding the condition of the roof and the fixtures and fittings are generally dated.
 - i) The Landlord's comparators have been modernised and are a higher standard.
 - j) The tenancy agreement provides that, "*The Landlord can increase the rent every twelve months on the date on which the tenancy began. The increase will be 5% in addition to the current rent payable.*"
 - k) The Tenant invited an inspection of the property.

Determination and Valuation

14. The Tribunal considered all the information provided by the parties.
15. The tenancy is now a statutory periodic tenancy so that contractual rent increase provisions do not apply: *London District Properties Management Ltd v Goolamy* [2009] EWHC 1367 (Admin).
16. In making its determination, the Tribunal has disregarded any increase in the value of the subject Property attributable to a relevant improvement carried out by the Tenant that was outside their obligations to the Landlord: section 14(2)(b), Housing Act 1988.
17. The Tribunal considered that the photographs supplied by the Tenant demonstrated that there had been poor general maintenance of the property. Although there were some replacement windows, it was evident that at least one had lost its seal. The guttering and soffits were in poor condition. The kitchen units were dated. The heating units in the property were basic.

18. Although the Landlord has said that there had been no “procedural reporting”, the Tribunal expects that a Landlord properly should conduct at least an annual inspection rather than adopt a reactive approach to repairs and maintenance.
19. The Tribunal also noted that the publicly available energy performance certificate for the property rated the property as category E.
20. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,650 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.
21. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Aged heating appliances and poor insulation
 - b) The state of repair of the property

The full valuation is shown below:

Starting Rent	£1,650 pcm
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Less

a) Items given under a) above	£200
b) Items given under b) above	£150

Open-Market Rent	£1,300 pcm
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Undue hardship

22. 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.
23. 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 a single parent of two children, one of whom is a minor and the other is an adult who has just started working. She is on a minimum salary.

24. The Landlord responded that affordability is not a factor in determining market rent, and the Tenant could apply for social security to meet the proposed market rent.
25. Given that the Tenant has not supplied evidence of undue hardship, the Tribunal does not find undue hardship.

Decision

26. Therefore, the Tribunal determines the market rent at £1,300.00 per calendar month with effect from 1st June 2026.

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 (rule 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.