

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/45UG/MNR/2026/0164
Property	1 Courtlands Tighe Cottages, Chilling Street, Sharpthorne, East Grinstead, West Sussex, RH19 4JE
Tenants	Mr A P Knight & Ms C J Taylor
Tenants' Representative	None
Landlord	Mr A A W Grubb
Landlord's Address	Mayes House, Grinstead Lane, East Grinstead, West Sussex, RH19 4HP
Landlord's Representative	Ms A-M Hall
Date of Application	30 April 2026
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 Ms S Johnson
Date of Decision	28 July 2026
Rent Determined	£1,105.00 per Calendar Month
Date the new rent takes effect	1 June 2026

REASONS FOR THE DECISION

Background

1. On 30 April 2026, Mr Anthony Arbuthnot Watkins Grubb, the landlord, served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,750.00p per calendar month ('pcm') in place of the existing rent of £775.00p pcm to take effect from 1 June 2026.
2. On 22 May 2026 (albeit received by the Tribunal on 26 May 2026), under Section 13(4)(a) of the 1988 Act, Mr Knight (on behalf of the joint tenants) referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent, in their MR1 application.
3. The assured tenancy is dated 3 July 1989 and commenced on 8 July 1989 for a term of one year. The rental period is monthly.

Allocation of Repairs between Landlord and Tenants.

4. At clause 5 the landlord agrees: (a) To keep the main walls, timbers, roofs (except for slipped roofing tiles) and floors of the premises in good and tenantable repair and all cisterns, taps, pipes and stopcocks in good and satisfactory order; and (b) To bear the cost of all paint and replacement weatherboard materials (except glass) required for the external painting of the cottage and garden shed.
5. At clause 4 the tenant agrees: (c) To cultivate the gardens at all times in a proper and husband like manner and to keep all paths and surrounds tidy and free from weeds, and (h) To permit the landlord and all persons authorised by her to enter and inspect the premises and land at all reasonable times and for all reasonable purposes.
6. Mr Knight says the tenants are responsible for the internal decorations, are to empty the septic tank and are required to have the chimneys swept twice a year.
7. Notwithstanding the internal and external repairing obligations required of the tenants in their agreement, section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act') applies. The Tribunal expands on the statutory provisions later.

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

8. Mr Knight has confirmed neither furniture nor any services are provided under the tenancy.

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. At clause 4: (d) the tenants are required to use the premises in a careful manner and to decorate and maintain the interior in a good state of repair by regularly repapering and redecoration as may be necessary and so to leave it at the end of the tenancy.

Inspection/Hearing

11. Neither party requested an oral hearing, nor an inspection. The Tribunal has considered this case on the basis of the papers provided by the parties, which includes various photographs, having viewed the property on the internet and its own knowledge and specialist expertise.

The Property

12. 1 Courtlands Tighe Cottages ('the property') is a semi-detached house over two storeys of traditional brick construction with a pitched tiled roof.
13. From the information provided the accommodation comprises: one reception room, one kitchen, three bedrooms and one bathroom/WC.

Outside there is a garden, and a garage.

The Tribunal understands the property benefits from double glazing.

Sharpthorne is to the southwest of East Grinstead. Chilling Street runs in a southeasterly direction from its junction with Top Road and Plawhatch Lane.

Evidence

14. Mr Grubb has been assisted by Ms Anne-Marie Hall to submit his Rents 1A form dated 10 May 2026 given in reply to the tenants' application. Mr Grubb has not ticked the box to confirm he has sent a copy of this application and any documents to the tenants.

15. Mr Knight has submitted form MR3 dated 26 June 2026 on behalf of the joint tenants in reply to the landlord's Rents 1A form outlined in paragraph 14 above. Mr Knight has confirmed he has sent a copy of this application and any documents to the landlord. In addition, Mr Knight has provided various information in the MR1 submitted on behalf of the joint tenants.
16. Pursuant to the parties having given their submissions, Mr Knight, with a covering letter dated 23 July 2026 has provided the Tribunal with a copy of a 'Formal Notice of Tenancy Review – 1 Courtlands Tighe Cottages' dated 10 July 2026 prepared by Ms Hall on behalf of Mr Grubb and addressed to the tenants. Mr Knight has provided the Tribunal with his replies to Mr Grubb dated 23 July 2026 too. The Tribunal has not received an application and request for a Case Management or other interim Order from either party for the supplemental evidence to be submitted. Accordingly, the Tribunal determines the supplemental evidence of the parties is not to be admitted into the papers.

The Tenants.

17. In their application, Mr Knight says the indoor features: Rayburn – hot water, open fire, two storage heaters, double glazing, wood and concrete flooring, and neither central heating nor an immersion heater.
18. Mr Knight goes on to outline works that constitute improvements to the property that the tenants have carried out: new kitchen work tops, decorations throughout, light fittings, an electric shower unit, and the replacement of taps.
19. Mr Knight says it is hard to say what he thinks the open market rent should be, as in its present poor condition and without a valid EPC, he believes it would be illegal for the property to be let under the MEES (minimum energy efficiency standards) regulations. Mr Knight has provided the Tribunal with outline particulars of nearby three-bedroom semi-detached houses with gardens to let, which he says are in good condition, with EPC's, freshly decorated, new carpets, fitted kitchens, lovely bathrooms, with central heating and domestic appliances.
20. Mr Knight has provided a copy of the EPC for the property which expired on 1 June 2025. The energy rating in the EPC is 'G'. Thereafter Mr Knight lists items of disrepair: the chimney stack, neither smoke alarms nor carbon monoxide detectors fitted by the landlord, roof tiles missing, a leaking tank associated with the Rayburn, exterior elevations need repointing resulting in damp penetration, instances of mould and cracks to landing ceiling and walls, an ongoing requirement to rod the drains linked with the neighbouring property due to no fall from manhole cover to manhole cover, the lid to the septic tank is broken, the bathroom equipment is dated and discoloured, and the garage is in a

dilapidated condition. Mr Knight has provided various photographs, both internal and external to support what he says.

21. The landlord is required to have sent his reply (form MR2) to the tenant's application within 28 days to both the tenants and the Tribunal. If the landlord gives his response, the tenants have a further 14 days to give their form MR3 in reply.
22. The comparable lettings evidence with the information provided by Mr Knight are, in summary:
 - a. A three-bedroom house with rear garden in Pipers Mead, Birdham, Chichester, West Sussex, PO20 available to let unfurnished in June 2026 at £1,400 pcm, EPC rating of D, with gas central heating.
 - b. A three-bedroom semi-detached house with rear garden on Stonehouse Drive, St Leonard's-on-Sea, East Sussex, TN38 available to let unfurnished in May 2026 at £1,300 pcm.
 - c. A three-bedroom semi-detached house with a garden in Cherryfields, Benenden, Cranbrook, Kent, TN17 available to let unfurnished in May 2026 at £1,425 pcm, with an EPC rating of D.
 - d. A three-bedroom terrace house with off-street parking in Copse Close, East Grinstead, West Sussex, RH19 available to let in May 2026 at £1,600 pcm.
23. The tenants have given their replies to Mr Grubb's form Rents 1A in their form MR3. In supplementary notes Mr Knight confirms there are other properties on the Mayes Estate let out by Mr Grubb. At section 2, Mr Knight says, in outline: (1) the landlord has been informed by telephone of the issues raised, (2) the landlord has never committed to maintain his properties, (3) the landlord has not provided any comparable lettings evidence, and (4) they have contacted five local estate agents for details of comparable properties to let, but there are none in and around Sharpthorne.
24. In reply to Ms Hall's submissions, Mr Knight says: (1) they have not breached their contractual obligations, (2) items of disrepair have been reported by telephone, (3) Mr Grubb came to the property circa six years ago to inspect a collapsing bedroom ceiling, at that time he saw the damp and mould on the landing ceiling and the aged leaking immersion tank, (4) there are no direct comparable properties, and (5) all items of disrepair have been identified, with no subsequent action taken.

25. Mr Knight then goes on to push back on the tenants' alleged breaches of clauses in their tenancy agreement, which includes copies of Milborrow Chimney Sweeps' invoices and reports dated 2024, 2025 and 2026.

On behalf of the Landlord, Ms Hall has assisted Mr Grubb with his form Rents 1A in reply dated 10 May 2026.

26. Mr Grubb confirms that he served the notice referred to the Tribunal by the tenants. Mr Grubb says that he had not previously been notified of any of the issues raised by the tenants, being the various items of disrepair outlined in paragraph 20 above. Mr Grubb adds that many of the matters raised fall under the tenants' responsibilities under the assured tenancy agreement. Mr Grubb goes on to say that having become aware of these issues immediate action has been taken and instructions given to contractors to attend, to inspect and to make good any required works.
27. Mr Grubb does not agree with the details given by the tenants in their application form. Mr Grubb says the rent proposed by the tenants (understood by the Tribunal to be £900 pcm commencing 1 June 2026, followed by increases of £100 pcm at each annual anniversary 'to catch up') is not reflective of the open market rent for a rural three-bedroom semi-detached cottage in Sharpthorne/West Hoathly. Mr Grubb adds that the proposed figure is based on comparable properties 20-50 miles away in coastal towns or different counties, and in one case, in East Grinstead which is not comparable to a countryside village location. On this subject, Mr Grubb concludes to say, 'Sharpthorne and West Hoathly form a distinct rural market with limited rental stock and higher demand. The tenants' comparables therefore carry limited evidential value.'
28. Mr Grubb confirms he wishes to charge the rent of £1,750 per month proposed in the notice as it is consistent with the open market rent for similar rural properties in West Sussex and reflects the property's size, plot, location and characteristics.
29. In a document appended to his replies (prepared by Ms Hall), Mr Grubb gives an overview of the tenants' evidence under the headings: (1) multiple breaches of their contractual obligations, (2) a complete absence of repair reporting, (3) reliance on comparables far outside the local market, and (4) issues arising only after the rent increase notice. It is not necessary for the Tribunal to summarise each heading, but it notes the following.
30. The first three lettings' properties outlined in paragraph 22 above are dismissed as not being comparable due to their distances from the property, being 40 miles, 50 miles and 20 miles respectively, i.e. are too remote. Whereas Copse Close, RH19 is 3-5 miles distant, it is in East Grinstead and therefore not in a rural

location. Under the heading 'market type' the comparables are described as: coastal urban, coastal, rural Kent (different county), and Town market.

31. Mr Grubb's professional conclusions are summarised as follows: (1) issues have arisen post the proposed increase in rent, (2) many of the issues are the tenants' responsibility, (3) the landlord has been prevented from carrying out repairs, (4) the incident of the fire in the chimney was withheld, (5) the comparable lettings evidence proposed are irrelevant, and (6) the proposed increase in rent to £1,750 pcm is consistent with rural market rents.
32. In section D of their reply, is the landlord's evidence on the open market rent for the property. In conclusion, and for the reasons outlined in paragraph 28 above, the Tribunal is directed to give limited weight to the tenants' comparables. The landlord goes on to say: (1) none of the issues of disrepair were ever reported to the landlord, (2) many of the items of disrepair fall under the tenants' responsibilities under the AST, (3) the landlord has now taken action as soon as notified of the various items of disrepair, and (4) unreported issues cannot be used to reduce market rent. Thereafter the Tribunal is directed to assess the rent as if the property was in its proper maintained condition, not based on unreported or tenant-caused issues.
33. The landlord concludes to say the proposed rent of £1,750 per month is: (1) reasonable, (2) consistent with the open market rent, (3) supported by rural West Sussex rental data, and (4) appropriate for a three-bedroom semi-detached cottage in a desirable countryside village.
34. The Tribunal has been provided with a 'National report on rising landlord maintenance, management & compliance costs (2004-2026)' prepared by Ms Hall for these proceedings. The purpose being to provide the Tribunal with independent, authoritative, evidence demonstrating the significant rise in property maintenance, management, and compliance costs over the last 10-20 years. The Tribunal comments briefly on this later.

Determination and Valuation

35. The Tribunal has read all the contents of the bundle (the papers), but it limits its discussion and considerations to those points relevant to reach its determination.
36. Mr Knight has provided the Tribunal with comparable lettings evidence to support their opinion of the market rent of the property. Mr Knight adds these are in good condition, with EPC's, freshly decorated, new carpets, fitted kitchens, lovely bathrooms, with central heating and domestic appliances.

37. Mr Grubb is critical of Mr Knight's comparable evidence and says the proposed new rent of £1,750 pcm is supported by rural West Sussex rental data. However, as Mr Knight has pointed out, Mr Grubb has not provided any comparable lettings evidence to support his assertion and case
38. The Tribunal considers the comparable lettings provided by Mr Knight to be of some assistance. It has attributed weight to the three-bedroom terrace house in Copse Close as it is situated relatively close to the property, albeit not in a rural location. Mr Grubb has not provided comparable lettings evidence to support his case.
39. Relying on its own expert, general knowledge of rental values in the area, and the limited comparable evidence provided by Mr Knight, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,750 per calendar month. 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 central heating, double glazing, white goods, carpets and curtains provided by the landlord.
40. Mr Knight has described the property to the Tribunal and has provided both internal and external photographs to support the tenants' case. The description includes various items of disrepair, which the Tribunal has outlined in its summary of Mr Knight's submissions. Mr Grubb is critical of the tenants' description of the various items of disrepair and concludes to say, '...Unreported issues cannot be used to reduce market rent...The Tribunal should therefore assess the rent as if the property were in its proper maintained condition, not based on unreported or tenant-caused issues.'
41. The Tribunal deals with the 'unreported issues' point first. Clause 4(h) of the tenancy agreement gives the landlord, or their representative, the right to inspect the property at reasonable times and for all reasonable purposes. This provision is standard in residential lettings tenancy agreements and provides for the landlord to carry out inspections of the property at regular intervals to check it is in reasonable condition, for any items of disrepair, fair wear and tear excepted. For a landlord to carry out such inspections is a part of the day-to-day management of the property. The Tribunal would expect a prudent landlord managing residential property to carry out periodic inspections. On the evidence before it, the Tribunal understands the last time such an inspection was carried out by the landlord was six years ago.
42. The Tribunal now deals with the condition of the property Mr Grubb says is to be assumed in making its determination of the market rent. The 1985 Act received Royal assent in October 1985. Section 11 of the 1985 Act is with respect to repairing obligations in short leases. It is necessary for the Tribunal to

summarise the relevant sections. As a general rule a short lease is one granted after 24 October 1961 and for a term of less than seven years (section 13(1) of the 1985 Act). Under section 11 of the 1985 Act, there is implied a covenant by the lessor (landlord): (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes), (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

43. Following what the Tribunal says in paragraphs 41 and 42 above, the Tribunal does not accept Mr Grubb's submission that the rent should be assessed as though the property were in proper repair merely because some issues were allegedly not reported.
44. The Tribunal has no difficulty in dismissing Mr Grubb's submissions on unreported issues and the condition of the property to be assumed in determining the rent.
45. The implied covenant by the lessor (landlord) under section 11 does not include internal decorations. Under clause 4(d) of the tenancy agreement, the tenants are responsible for the internal decorations. In a typical assured tenancy agreement this is not the case. Conversely, where the premises includes a garden, in a typical assured tenancy agreement, the tenant is required to maintain the same (clause 4(c)).
46. Mr Knight has outlined works that constitute improvements to the property that the tenants have carried out: new kitchen work tops, decorations throughout, light fittings, an electric shower unit, and the replacement of taps. Section 14(2)(b) of the 1988 Act provides that 'In making a determination under this section, there shall be disregarded - any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement – (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord. The tenants are under no obligation to carry out any works at the property under their tenancy, save that under clause 4(d), outlined in paragraph 45 above for the internal decorations, for which the Tribunal has determined to make an adjustment to its market rent. The works to the kitchen and the bathroom/WC are covered under adjustments for each too. Works with respect to light fittings have a nominal effect on the market rent, accordingly a specific adjustment for this is inappropriate. The Tribunal acknowledges what Mr Knight has said with

respect to works of improvement the tenants have carried out and determined to reflect the same within the adjustments to its market rent as outlined.

47. As to the report on rising landlord, maintenance and compliance costs prepared by Ms Hall which includes reference to the Renters' Rights Act 2025 (incorrectly referred to as the 'Renters Reform Act'), there is nothing in the report from which the Tribunal would conclude an adjustment to its market rent is required under section 14 of the 1988 Act.
48. Mr Knight has informed the Tribunal of various items of disrepair for which he has provided photographs to support the same. It is impractical in valuation terms to attribute individual sums to each item. The Tribunal has determined to aggregate the items of disrepair into one adjustment in its valuation. The items in question include, but are not limited to, the chimney stack, no smoke alarms fitted, missing roof tiles, a leaking tank, damp penetration, instances of mould, cracks to a ceiling and walls, an ongoing problem associated with the drains, the lid to the septic tank, and the poor condition of the garage.
49. From the information provided by Mr Knight, the Tribunal has concluded adjustments from the market rent are required to reflect the following: (a) no central heating, (b) no carpets and floor coverings, (c) no White Goods, (d) dated kitchen equipment, (e) dated bathroom/WC equipment, (f) tenants internal decorations' obligation, (g) poor insulation associated with the expired EPC, and (h) general items of disrepair.
50. The Tribunal's rental valuation with adjustments is as follows:

Market Rent	£1,750.00 pcm
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Less

a) No central heating	£125.00
b) No carpets, floor coverings	£75.00
c) No White Goods	£45.00
d) Dated kitchen equipment	£75.00
e) Dated bathroom equipment	£100.00
f) Tenants' internal decorations obligation	£25.00
g) Poor insulation	£50.00
h) General items of disrepair	£150.00
	<u>£645.00 pcm</u>

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|------------------------|----------------------|
| 51. Market rent | £1,105.00 pcm |
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Undue hardship

52. 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.
53. In their application, Mr Knight says both of them are pensioners and that the huge increase would not be possible to fund. Mr Knight has included correspondence from the Department for Work and Pensions dated February 2026. Ms Taylor has included correspondence from HM Revenue & Customs dated January 2026 and a pension scheme dated April 2026.
54. The Tribunal understands the 'huge increase' to be that from the existing rent of £775 pcm up to the proposed new rent of £1,750 pcm.
55. In his Rents 1A form in reply, Mr Grubb has not given the Tribunal any evidence to take account of with respects to the hardship the tenants say the proposed increase will cause them.
56. As a result of our decision the rent will increase by £330 per Calendar Month. The date specified in the landlord's notice is 1 June 2026.
57. Whilst the Tribunal accepts that the increase is substantial and that the tenants are pensioners, the evidence provided does not satisfy the Tribunal that payment of the determined rent of £1,105 pcm, as opposed to the proposed rent of £1,750 pcm, would cause them undue hardship within the meaning of the legislation.

Decision

58. Therefore, the Tribunal determines the market rent at £1,105 per Calendar Month with effect from 1 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 (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.