	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	**HAV/45UG/MNR/2026/0170**
Property	**2 Courtlands Tighe Cottages, Chilling Street, Sharpthorne, East Grinstead, West Sussex, RH19 4JE**
Tenants	**Mr C Morley and Ms K D'Alvarez**
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	**£1,425.00 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 £1,784.00 per calendar month ('pcm') in place of the existing rent of £1,250.00 pcm to take effect from 1 June 2026.

2. On 28 May 2026, under Section 13(4)(a) of the 1988 Act, Mr Morley (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 June 2013 and commenced on 8 June 2013 for a term of six months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenants.

4. At clause 4.1.23 the tenants agree to pay for any reasonable costs, fair wear and tear excepted, or redecoration or replacement required as a result of the work carried out under clause 4.3.22.

5. At clause 4.3.30 the tenants agree to keep the garden properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds otherwise than by written agreement with the landlord.

6. At clause 4.6.1 the tenants are to return the property at the end of the tenancy in the same good clean condition as it was in at the beginning of the tenancy... (reasonable wear and tear and damage for which the landlord has agreed to insure excepted).

7. At clause 5.8 the landlord agrees to fulfil his repairing obligations within section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act'). The relevant subsections of section 11 are quoted thereafter.

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 Morley 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. None that would have a material effect on the market rent, either positive or negative.

Inspection/Hearing

11. Neither party requested an oral hearing, nor an inspection. The Tribunal has considered the 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. 2 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: entrance hall, one reception room, one kitchen, three bedrooms, one bathroom/WC and separate WC.

    Outside there is a garden, a garage and a small outhouse.

    The Tribunal understands the property benefits from oil fired heating, a wood burning stove, carpets and laminate flooring.

    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 MR2 form dated 22 June 2026 given in reply to the tenants' application. Mr Grubb has ticked the box to confirm he has sent a copy of this application and any documents to the tenants.

15. Mr Morley has provided various information in the MR1 submitted on behalf of the joint tenants. However, Mr Morley has not submitted the tenants form MR3 in reply.

The Tenants.

16. In their application, Mr Morley lists improvements and repairs the tenants have carried out, briefly as follows: (1) replaced the window to the bathroom/WC, (2) installed a wood burning stove, (3) dry lined interior walls in the reception room, stairs and a bedroom to address a problem with damp and mould, (4) repointed various exterior walls and the chimney stack, and (5) supplied and fitted the chimney pots.

17. Mr Morley says the market rent the tenants should pay is £1,250 pcm. Mr Morley goes on to say the reasons for their proposed rent are: (1) the condition of the property, (2) the works they have carried out, (3) the EPC has expired and the property was rated 'F' when extant, (4) and the fact the tenants are required to rod the drains due to their incorrect installation.

18. Under the heading of, '... anything else you think the Tribunal should consider...' Mr Morley adds: (1) constantly dealing with mould and damp during Winter, (2) windows not functioning, and (3) ill-fitting doors, which are generally insecure.

On behalf of the Landlord, Ms Hall has assisted Mr Grubb with his form MR2 in reply dated 22 June 2026.

19. Ms Hall says the proposed rent of £1,784 pcm is supported by market evidence for rural three-bedroom cottages in the RH19 area, where comparable properties typically rent between £1,600 and £2,000 per month. The current rent is significantly below market rent.

20. With reference to the condition-related concerns in the tenants' MR1, Ms Hall says there is no record of any procedural reporting of these matters as required under clause 4.3.1 and that the landlord remains willing to inspect and address any genuine defects in accordance with statutory obligations. The Tribunal notes at this juncture the copy tenancy provided omits page 5 of the same; which includes clause 4.3.1.

21. Mr Grubb confirms that he served the notice referred to the Tribunal by the tenants and that he agrees the details of the tenancy given by them.

22. Mr Grubb says he does not agree with the details given by the tenants in their application form, briefly as follows: (1) he had not previously been notified of any of the matters relating to condition and maintenance and there is no record of

procedural reporting on the property file, and (2) he concludes to say the landlord remains willing to inspect and address any genuine issues in accordance with statutory obligations.

23. Mr Grubb says the rent proposed by the tenants is not agreed and that he wishes to charge the rent proposed in the section 13 notice. Mr Grubb repeats what Ms Hall has put in the covering letter and outlined in paragraph 19 above.

24. Similarly in section 2.8 under hardship, Mr Grubb repeats what the Tribunal has outlined in paragraph 51 below.

25. Attached to the MR2 form in reply is a 'Combined Market & Cost Evidence Report', with the following paragraph headings: (1) Purpose of this report, (2) Property characteristics relevant to market rent, (3) Local market range for rural three-bedroom cottages (RH19), (4) Comparable properties (RH19 & surrounding rural areas), (5) National evidence of rising landlord costs (2004-2026), (6) Property-specific cost pressures at Courtlands Tighe, and (7) Combined conclusion for Tribunal. The Tribunal limits its summary under each heading to those points relevant to assist for it to determine the market rent.

26. Purpose of this report: the requirements for a landlord to meet modern statutory, maintenance and compliance costs are not factors the Tribunal is directed to take into account in making its determination of the rent under section 14 of the 1988 Act.

27. Property characteristics relevant to market rent: the Tribunal has listed the property's characteristics and its features. Neither the landlord nor the tenants have provided the Tribunal with a floor plan for which the room measurements have been agreed; accordingly, the Tribunal's description of the property in paragraph 13 above is limited to its understanding of the accommodation provided.

28. Local market range for rural three-bedroom cottages (RH19): Mr Grubb lists the areas in which the current and recent listings are based – Sharpthorne, West Hoathly, Ashurst Wood, Forest Row and rural East Grinstead. The market range for a three-bedroom rural cottage is £1,600 pcm to £2,000 pcm; and for a two-bedroom rural cottage it is £1,400 pcm to £1,700 pcm. Rural cottages command higher rents due to: (1) their scarcity, (2) larger gardens/outbuildings, (3) traditional construction, (4) high demand from professional renters, (5) proximity to Ashdown Forest, and (6) limited supply of long-term rural rentals.

29. Comparable properties (RH19 & surrounding rural areas: Mr Grubb has given the following outline details of comparable properties to support his case; but he

has not provided their respective lettings' particulars to assist the Tribunal further.

1) Sharpthorne – three-bedroom rural cottage, £1,850 pcm, of traditional build, with a garden and an 'older' heating system.
2) West Hoathly – three-bedroom semi-rural cottage, £1,750 pcm, a character property with limited modernisation.
3) Forest Row outskirts – three-bedroom cottage, £1,900 pcm, older interiors, rural location, for which there is high demand.
4) Ashurst Wood – two-bedroom rural cottage, £1,500 pcm, smaller than the subject property, but still commands a high rent.
5) East Grinstead rural fringe – three-bedroom older cottage, £1,800 pcm, traditional layout, older windows and a garden.

30. <u>National evidence of rising landlord costs (2004-2026)</u>: as the Tribunal says in paragraph 26 above, these are not factors the Tribunal is directed to take account of under section 14 of the 1988 Act.

31. <u>Property-specific cost pressures at Courtlands Tighe</u>: the Tribunal discusses the points relevant to making its determination and their context later in its decision.

32. <u>Combined conclusion for Tribunal</u>: it is necessary for the Tribunal to summarise each of Mr Grubb's bullet points in its discussion: (1) Mr Grubb's submission is that three-bedroom rural cottages in the RH19 postcode rent in the range of £1,600 pcm to £2,000 pcm, (2) the proposed rent of £1,784 pcm is within the central market range, (3) the current rent of £1,250 pcm is significantly below market rent, (4) the property remains a three-bedroom rural cottage in a high-demand area, (5) landlord costs have risen substantially and unavoidably – the Tribunal has addressed this point, and (6) Mr Grubb says the proposed rent is reasonable, proportionate and necessary. Thereafter Mr Grubb respectfully invites the Tribunal to determine the market rent in accordance with section 14 of the 1988 Act.

Determination and Valuation

33. 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.

34. Mr Morley has not provided the Tribunal with comparable lettings evidence to support his proposed the market rent of £1,250 pcm; but he has given his reasons for the same.

35. Mr Grubb says £1,250 pcm is significantly below the prevailing market range and has provided the Tribunal with outline details of comparable lettings which the

Tribunal has summarised in paragraph 29 above; albeit Mr Grubb has not provided the Tribunal with the respective lettings' particulars for each to support his case.

36. The Tribunal considers the comparable lettings provided by Mr Grubb to be of assistance. It has attributed weight to each of the three-bedroom cottages referred to.

37. Relying on its own expert, general knowledge of rental values in the area, and the comparable evidence provided by Mr Grubb, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,775 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.

38. Mr Morley has described the property to the Tribunal and has provided both internal and external photographs to support the tenants' case. The description includes various repairs and works carried out by the tenants, at their expense.

39. Mr Grubb is critical of the tenants insofar as they have not complied with a clause in their tenancy agreement (clause 4.3.1) which the Tribunal understands is that which requires them to report items of disrepair as and when they occur. Mr Grubb has confirmed the landlord remains willing to inspect and address any genuine issues in accordance with statutory provisions. The statutory provisions with respect to repair are within section 11 of the 1985 Act; and are at clause 5.8 of the tenancy agreement.

40. As the Tribunal has already noted, it has not been provided with a complete copy of the tenancy agreement, page 5 being absent. Further, whilst the landlord contends that the tenants failed to report issues of condition and repair in accordance with the tenancy agreement, the Tribunal has seen no evidence as to when the property was last inspected by the landlord or their agent. In those circumstances, the Tribunal is unable to place significant weight on the landlord's assertion that any deterioration in the condition of the property is attributable to a failure by the tenants to report such matters.

41. Section 14(2)(c) of the 1988 Act provides that in making a determination under this section there shall be disregarded any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any term of the tenancy. Whilst the landlord contends that the tenants failed to report matters of repair in accordance with the tenancy agreement, the Tribunal is not satisfied on the evidence before it that any reduction in rental value can properly be

attributable to such a failure. Accordingly, the Tribunal makes no adjustment pursuant to section 14(2)(c) of the 1988 Act.

42. 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 agreement.

43. In the event any of the works described and carried out by the tenants constitute improvements, the Tribunal is to disregard any increase in the corresponding rental value attributable thereto. The Tribunal has determined the following works carried out by the tenants constitute improvements: (1) the replacement of the window to the bathroom/WC, (2) the installation of a wood burning stove, (3) the dry lining of interior walls in the reception room, stairs and a bedroom (4) the repointing of various exterior walls and the chimney stack, and (5) to supply and to fit the chimney pots. It is impractical in valuation terms to attribute individual sums to each improvement identified. The Tribunal has determined to aggregate the improvements into one adjustment in its valuation.

44. Section 11 of the 1985 Act applies to the tenancy agreement. 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. Mr Grubb is responsible for the maintenance of the building. In his submissions Mr Grubb has asked the Tribunal to take into consideration in its determination of the rent the fact that costs of maintenance and management in residential lettings have risen substantially and unavoidably. The Tribunal has no difficulty in dismissing this submission.

45. The Tribunal has discussed the various works it has determined constitute improvements under section 14(2) of the 1988 Act. Mr Morley has also identified several matters affecting the condition of the property, namely the absence of a current EPC, the continuing need to rod the drains to keep them operable, ongoing damp and mould during the winter months, windows not functioning correctly and ill-fitting doors. The Tribunal notes that the last EPC produced for the property recorded an F rating. Having considered the evidence as a whole,

the Tribunal has determined than an adjustment is required to reflect the property's poor thermal efficiency, and condition, including the issues of damp, mould and drainage

46. From the information provided by Mr Morley, the Tribunal has concluded adjustments from the market rent are required to reflect the following: (a) improvements, (b) poor thermal efficiency as evidenced by the previous EPC rating of F together with ill-fitting windows and doors, and (c) items of disrepair.

47. The Tribunal's rental valuation with adjustments is as follows:

Market Rent			£1,775.00 pcm
Less			
a)	Improvements	£250.00	
b)	Poor thermal efficiency (previous EPC rating F)	£50.00	
c)	Items of disrepair	£50.00	
		£350.00 pcm	

48. **Market rent** **£1,425.00 pcm**

Undue hardship

49. 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.

50. In their application, Mr Morley says the rent increase would cause them hardship. Mr Morlley adds they would be unable to afford the increase, as he has recently had a year off work due to ill health. The Tribunal understands the 'increase' referred to is that from the existing rent of £1,250 pcm up to the proposed new rent of £1,784 pcm. Mr Morley has provided the Tribunal with a copy of his payslip dated May 2026.

51. In her covering letter on behalf of Mr Grubb, Ms Hall says, 'While affordability is not a factor in determining the market rent under section 13, the landlord would welcome clarification as to whether the tenants have contacted Universal Credit, Housing Benefit, or the local authority to establish eligibility for financial support…'. In his MR2, on the latter point, Mr Grubb has added, '…including discretionary Housing payments.

52. As a result of our decision the rent will increase by £175 per Calendar Month. The date specified in the landlord's notice is 1 June 2026.

53. Notwithstanding the tenants' submissions the Tribunal is not satisfied that the evidence provided establishes that the rent determined would cause them undue hardship within the meaning of the legislation. The evidence provided is insufficient to justify postponing the commencement date of the rent determined by the Tribunal. Accordingly, the Tribunal concludes the new rent should take effect from 1 June 2026.

Decision

54. Therefore, the Tribunal determines the market rent at £1,425 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.