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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>       |
| <b>Case Reference</b>                                                             | <b>HAV/45UG/MNR/2026/0176</b>                                                      |
| <b>Property</b>                                                                   | <b>1 Neylands Cottages, East Grinstead,<br/>West Sussex, RH19 4HP</b>              |
| <b>Tenant</b>                                                                     | <b>Mr T Mecci and Ms L Blaxland-de Lange</b>                                       |
| <b>Tenant's Representative</b>                                                    | <b>N/A</b>                                                                         |
| <b>Landlord</b>                                                                   | <b>Mr A A W Grubb</b>                                                              |
| <b>Landlord's Address</b>                                                         | <b>Mayes Farm, Grinstead Lane, East Grinstead, RH19 4HP</b>                        |
| <b>Landlord's Representative</b>                                                  | <b>Leaders</b>                                                                     |
| <b>Date of Application</b>                                                        | <b>31 May 2026</b>                                                                 |
| <b>Type of Application</b>                                                        | <b>Determination of a Market Rent sections 13 &amp; 14 of the Housing Act 1988</b> |
| <b>Tribunal Members</b>                                                           | <b>Ms S Allen<br/>Mr D Jagger MRICS</b>                                            |
| <b>Date of Decision</b>                                                           | <b>10 August 2026</b>                                                              |
| <b>Rent Determined</b>                                                            | <b>£975.00 per calendar month</b>                                                  |
| <b>Date the new rent takes effect</b>                                             | <b>01 June 2026</b>                                                                |

## **REASONS FOR THE DECISION**

### **Background**

1. On 30 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,550.00 per calendar month in place of the existing rent of £650.00 per calendar month to take effect from 1 June 2026. The Tenants state that the notice was delivered by hand through the letterbox after dark on 30 April 2026.
2. On 31 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The tenancy commenced in 2006 and is a periodic assured tenancy. There is no written tenancy agreement and the Tenants state that none has ever been provided to them, nor have they been given a written statement of terms. The rental period is monthly. The rent immediately before the Landlord's notice was £650.00 per calendar month.

### **Validity of the Notice**

4. The Tenants do not accept that the notice is valid. They raise three points. First, the notice is addressed to "Tarik & Leah Mecci", whereas the Tenants are Mr Tarik Mecci and Ms Liehsja Blaxland-de Lange, and the surname Blaxland-de Lange does not appear on the notice at all. Second, the wording of the notice differs from the prescribed Form 4. Third, the notice was delivered after 4.30pm on 30 April 2026, and the Tenants ask the Tribunal to consider whether it should be treated as served on 1 May 2026.
5. As to the names, the Tribunal is satisfied that a reasonable recipient would have understood the notice to be addressed to both Tenants. It correctly identifies the dwelling house, the existing rent, the proposed rent and the starting date, and both Tenants in fact treated it as addressed to them and referred it to the Tribunal in time. The misdescription of the second Tenant's name has not misled either of them and does not invalidate the notice.
6. As to the form, the notice is not set out in the layout of the prescribed Form 4 and omits some of its paragraphs. It nevertheless states the existing rent, the proposed new rent and the date from which the new rent is to take effect, and it tells the Tenants of their right to refer the notice to the Tribunal and of the deadline for doing so. The Tribunal is satisfied that it is substantially to the same effect as the prescribed form and that no prejudice has been caused.

7. As to the date of service, the notice was delivered by hand to the Property on 30 April 2026 and the Tribunal finds that it was served on that date. Section 13 of the Housing Act 1988 contains no deeming provision of the kind relied upon by the Tenants, and the Tribunal is not persuaded that delivery of the notice after 4.30pm postpones service to the following day. The starting date of 1 June 2026 is in any event not less than one month after service on either date, one month being the minimum period of notice then required for a monthly tenancy.
8. The date of service matters for a second reason. The amendments made to sections 13 and 14 of the Housing Act 1988 by the Renters' Rights Act 2025 came into force on 1 May 2026 and, by virtue of the transitional provisions, do not apply to a notice served before that date. The Tribunal has therefore determined this reference under sections 13 and 14 as they had effect before those amendments, and the date from which the new rent takes effect falls to be fixed under section 14(7) as it then stood rather than under the new section 14ZB. Had the notice been served on 1 May 2026 the position would have been materially different, because section 14ZB(3)(b) would have prevented the new rent from taking effect before the beginning of the first new period of the tenancy beginning on or after the date of this determination.
9. The Tribunal is therefore satisfied that the notice is effective and that it has jurisdiction to determine a market rent.

### **Allocation of Repairs between Landlord and Tenant**

10. There being no written tenancy agreement, the repairing obligations are those implied by section 11 of the Landlord and Tenant Act 1985. The Landlord is accordingly responsible for the structure and exterior of the Property, including the roof, the external walls, the windows, the gutters and the external pipes, and for keeping in repair and proper working order the installations for the supply of water, gas, electricity and sanitation and those for space heating and heating water.
11. The Tenants are responsible for internal decoration and for providing furniture, floor coverings and window coverings.

### **Services Charges or furniture provided by Landlord**

12. Service charges are not payable by the Tenants for the Property. No furniture is provided by the Landlord and no services are provided. The rent is exclusive of charges for utilities.

## **Liability for Council Tax**

13. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

## **Inspection/Hearing**

14. Neither party requested an inspection of the Property or an oral hearing, and the Tenants agreed to the application being determined on the papers. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

## **The Property**

The Property is a semi-detached cottage arranged over two floors, comprising on the ground floor a living room, a kitchen, a bathroom, an entrance porch and a conservatory, and on the first floor three bedrooms.

Outside: Front garden, a larger rear garden and sheds.

Heating is by electric storage heaters. There is no boiler and hot water is provided by an immersion heater. The windows to the main house are single glazed with timber frames. The conservatory is double glazed. The Property is let unfurnished.

The Property is one of a pair of cottages situated in Grinstead Lane on the rural fringe of East Grinstead.

## **Evidence**

15. The Tenants completed the Tribunal's application form MR1 and provided floor plans and an extensive body of photographs of the Property. The Landlord did not return the Tribunal's reply form MR2 and has made no representations to the Tribunal.

### *The Tenants.*

16. The Tenants made the following comments:
  - a) The electric storage heaters have not worked for well over a year, leaving the Property without adequate fixed heating. During the winter the Tenants have had to rely on plug in electric heaters at their own expense.

- b) There is no boiler and the hot water tank must be run continuously. The Property is poorly insulated, and the Tenants have been paying an electricity direct debit of £600 per calendar month for several months.
  - c) Roof tiles have fallen from the roof to the ground on several occasions during the tenancy and there are visible holes in the roof. The Tenants are concerned both about the safety risk and about water ingress.
  - d) There is significant black mould to the bedrooms, which the Tenants attribute to damp ingress through the roof, and mould and peeling paint to the bathroom.
  - e) The majority of the windows are single glazed with rotten frames, cracked panes and degraded seals, and one external window ledge is falling off. The conservatory glazing is blown and its timber frames are degraded. There is a noticeable draught throughout the house in winter.
  - f) The gutters and downpipes are in poor condition and drainage is inadequate. The Property floods from the road at least once a year in heavy rainfall, and a blocked soakaway which the Tenants paid to have attended to has not been fully resolved.
  - g) The electrical installation is in poor condition and no Electrical Installation Condition Report has been provided during the tenancy.
  - h) The Property does not have a valid Energy Performance Certificate listed online.
  - i) Some adhesive is exposed beneath the kitchen flooring which the Tenants believe may be consistent with old asbestos floor tile glue.
  - j) No written tenancy agreement or written statement of terms has ever been provided, and the Renters' Rights Act information sheet supplied by the Landlord's agent was in the name of a previous tenant.
  - k) The Tenants contend that the open market rent for the Property in its present condition is between £900 and £1,000 per calendar month.
17. The Tenants also set out a number of works which they say they have carried out and paid for themselves, namely:
- a) Replacing the front door in 2025 after the original door fell apart.
  - b) Replastering the kitchen ceiling in 2025 after it collapsed, the Landlord having failed to carry out the repair over several months.
  - c) Replastering the staircase wall after a section fell away.
  - d) Painting all of the rooms at least twice during the tenancy.
  - e) Repairing and regrouting the bathroom.
  - f) Replacing all of the upstairs carpets and the stair carpet.
  - g) Replacing the electric hob and oven after the original appliance broke down.
  - h) Replacing the shed and a number of fence panels to the rear garden.

18. The Tenants stated on their application form that they had attached comparable rental evidence. No such evidence appears in the papers before the Tribunal.

### *The Landlord*

19. The Landlord did not return form MR2 within the period allowed and has made no representations to the Tribunal. The Tribunal has therefore had regard only to the Landlord's notice, by which he seeks a rent of £1,550.00 per calendar month. No comparable evidence has been provided by or on behalf of the Landlord in support of that figure.

### **Determination and Valuation**

20. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent. In doing so the Tribunal must disregard the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in the value of the Property attributable to a relevant improvement carried out by the Tenants otherwise than in pursuance of an obligation to the Landlord.
21. The works listed above were carried out and paid for by the Tenants and, there being no written tenancy agreement obliging them to do so, they were not carried out in pursuance of any obligation to the Landlord. Any increase in value attributable to those works has accordingly been disregarded. The Tribunal has valued the Property as though the front door, the kitchen ceiling, the staircase wall, the bathroom, the carpets, the cooker, the shed and the fencing were in the condition in which the Landlord left them.
22. Neither party has provided any comparable rental evidence. The Tribunal has therefore relied on its own expert, general knowledge of open market rental values in East Grinstead and the surrounding area, together with the description and the photographs provided by the Tenants, which are detailed and are not contradicted by the Landlord.
23. The Tribunal is concerned that the Property appears to have neither a valid Energy Performance Certificate nor an Electrical Installation Condition Report, and that neither has been provided to the Tenants. On the material before it, that does not appear to be compliant with the current legislation governing the private rented sector, which requires a landlord to obtain and provide an Energy Performance Certificate, requires a dwelling let on an assured tenancy to meet the minimum energy efficiency standard, and requires the electrical installation to be inspected and tested at least every five years with a copy of the report

provided to the tenant. Enforcement of those requirements is a matter for the local housing authority rather than for this Tribunal. They are nevertheless relevant to the Tribunal's task, because a property which cannot be shown to meet the minimum energy efficiency standard and whose electrical installation has not been certified could not lawfully be marketed and let on the open market in that state, and because the absence of the certificates is consistent with the poor condition of the Property described elsewhere in this decision. The Tribunal draws the position to the Landlord's attention.

24. Relying on its own expert, general knowledge of open market rental values in the area, the Tribunal considers that the market rental of the subject Property, in good tenable condition and let on typical open market terms, would be in the order of £1,500 per calendar month. This is the rent we would expect the Property to let for in the open market if it was in good tenable condition on typical lease terms.
25. The Property is very far from that condition. From the starting level of rent, the Tribunal has made an adjustment to reflect the following matters:
  - a) The absence of any working fixed heating, the electric storage heaters having been out of use for well over a year, and the absence of a boiler.
  - b) The condition of the roof, from which tiles have fallen on a number of occasions and in which holes are visible, together with the consequent risk of water ingress.
  - c) The black mould to the bedrooms and the damp, mould and peeling paint to the bathroom.
  - d) The single glazed windows with rotten frames, cracked panes and degraded seals, the failed double glazing and degraded frames to the conservatory, and the resulting draughts and poor thermal performance of the Property.
  - e) The condition of the gutters, downpipes and drainage, and the tendency of the Property to flood from the road in heavy rainfall.
  - f) The condition of the electrical installation and the absence of any Electrical Installation Condition Report or valid Energy Performance Certificate.
  - g) The general state of repair, including the cracking to walls and ceilings.

In accordance with its usual practice the Tribunal has made a single deduction in respect of all of these matters, rather than attributing a separate figure to each element of the disrepair.

The valuation is shown below:

|               |                                     |
|---------------|-------------------------------------|
| Starting Rent | <u>£1,500.00</u> per calendar month |
|---------------|-------------------------------------|

Less

|    |                                 |       |                |
|----|---------------------------------|-------|----------------|
| a) | Condition, items a) to g) above | Total | <u>£525.00</u> |
|----|---------------------------------|-------|----------------|

**Market rent** **£975.00 per calendar month**

## Undue hardship

26. Under section 14(7) of the Housing Act 1988, as it had effect before 1 May 2026, 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.
27. The Tenants have asked the Tribunal to fix a later starting date, however no evidence of hardship has been produced. The rent determined by the Tribunal is materially lower than the rent proposed therefore the proposed start date of 01 June 2026 is agreed.

## Decision

28. Therefore, the Tribunal determines the market rent at £975.00 per calendar month with effect from 01 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.