

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/45UG/MNR/2026/0097
Property	2 Sharpthorne Villas, Top Road, Sharpthorne, East Grinstead, West Sussex RH19 4NS
Tenant	Alecia Gilligan
Tenant's Representative	Sarah McGettigan
Landlord	Tony Grubb
Landlord's Address	Mayes Farm, Grinstead Lane, East Grinstead, West Sussex, RH19 4HP
Landlord's Representative	Anne-Marie Hall
Date of Application	3 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Gethin – Chair Mr M Ayres FRICS
Date of Decision	7 September 2026
Rent Determined	£1,250.00 per calendar month
Date the new rent takes effect	7 September 2026

REASONS FOR THE DECISION

Background

1. On 8 January 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,250.00 per calendar month (pcm) in place of the existing rent of £650.00 pcm to take effect from 11 April 2026.
2. On 3 April 2026, under Section 14(3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 30 April 1999 for a period of 6 months at an agreed rent of £575 pcm. That rent reflected the poor condition of the Property at the outset of the tenancy. On the expiry of the Term, the tenancy became a statutory periodic tenancy. The rental period is monthly.
4. The parties entered into a supplementary agreement on 11 February 2005 in which the rent was increased to £625.00 pcm. The Tenant agreed under clause 3 to pay a 'heating charge' of £28.50 pcm as reimbursement for the Landlord installing a central heating system to the value of £2,850.00 and the Tenant agreed to arrange and pay for an annual service to the boiler. Such a term is not permissible under section 11 of the Landlord and Tenant Act 1985. Although not specified in the supplementary agreement, the Tenant has also been paying for repairs to the boiler which, again, remains the responsibility of the Landlord under section 11.

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985. The Tenant is responsible for certain day-to-day maintenance and upkeep. The parties disagree as to the extent to which reported defects were notified to the Landlord and whether repairs were undertaken promptly.

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

6. The property is let unfurnished. No services are included within the rent. The Tenant is responsible for maintenance and servicing of the oil-fired heating system and certain external maintenance including hedges and garden maintenance.

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. The Tribunal has taken account of the Tenant's responsibility for certain maintenance costs associated with the heating system, albeit not a lawful term of the supplementary agreement, together with the extensive period of occupation since 1999. The Tribunal has disregarded the parties' personal circumstances save where relevant to any hardship application concerning the commencement date of the new rent.

Inspection/Hearing

9. The Tenant requested an oral hearing. Further to the Order of Legal Officer Matthew Black dated 29 May 2026, the Tribunal previously decided not to carry out an inspection.
10. A hearing was held on 2 September 2026 at 10:00am by video platform. The Tenant attended and was assisted by her daughter, Mrs McGettigan. The Landlord did not attend and was represented by Ms Hall. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Property is a three-bedroom semi-detached house situated in Sharpthorne near East Grinstead. The accommodation includes two reception rooms, kitchen, bathroom, gardens and outbuildings.
12. The photographs show an older style property which has not undergone recent modernisation. The upper elevation of the exterior has peg tiles on the walls with evidence of missing tiles to the rear. Internal photographs demonstrate dated accommodation, evidence of damp staining and mould growth in the reception room and bedroom both to the front of the Property, areas of deterioration around windows, and outbuildings in poor repair.
13. The Tenant alleges longstanding problems including damp, deteriorating windows, roof defects, leaks, unsafe external structures and difficulties securing parts of the property.
14. The Landlord disputes the extent of these allegations and contends that repairs have been undertaken whenever defects were brought to his attention. Ms Hall accepted that some external works have not been commenced. Ms Hall submitted this was due to logistical issues with erecting scaffolding to the front elevation of the Property and that the Landlord was having to prioritise repairs to other properties within his portfolio. We do not consider either to be attractive arguments; the Landlord needs to get on with bringing the Property back into repair. Any further delay may be relevant should the Tenant seek a remedy in damages for the apparent historic disrepair, but that is not a matter for which the Tribunal has jurisdiction.
15. We attached particular weight to the email from Arash Haddadi, Environmental Health Officer, dated 17 June 2026 confirming Category 2 hazards relating to damp and mould growth affecting two rooms following a Housing Health and Safety Rating System ("HHSRS") inspection on 5 March 2026. Mr Haddadi also noted lower scoring additional hazards including entry by intruders, falls hazards, electrical hazards, structural collapse and falling elements.
16. Ms Hall submitted that she had made a complaint to the LA regarding Mr Haddadi's findings and submitted that the LA had not taken enforcement action against the Landlord. That complaint and the response to it were not included in the bundle. The LA's choice not to take formal enforcement action is not relevant; they may choose to take a light touch approach by discussing with the Landlord how to remedy the hazards identified. There was no suggestion that the LA had determined that the damp and mould did not represent a Category 2 hazard.
17. The Tribunal does not consider it necessary to determine every disputed allegation. The relevant question is the Property's actual condition at the date of the determination. We accept that some repairs have been undertaken and consequently we disregard historic defects and disrepair. Having considered the photographs and documentary evidence, the Tribunal is satisfied that the Property continues to exhibit a degree of deterioration and disrepair which places it below the condition expected of a modern market letting.

Evidence

18. The parties completed the relevant MR1 application (tenant), Rents 1A (landlord's reply) and Rents 1B (tenant's reply). We also heard oral evidence from the Tenant, Mrs McGettigan and Ms Hall.

The Tenant.

19. The Tenant contends that:
- a) she has reported defects to the Landlord on numerous occasions over many years, including reports in 2014, 2018, 2021 and 2023;
 - b) many components of the property were already in poor condition at the commencement of the tenancy;
 - c) she replaced kitchen units, a bath, flooring, fencing and other items at her own expense;
 - d) the property continues to suffer from damp and other defects and is not comparable to conventional market lettings;
 - e) in light of the above, a rent of £800pcm would be appropriate.
20. In terms of rental evidence, the Tenant had not provided any comparables because she submitted none would be in the same condition as the Property, but Mrs McGettigan helpfully submitted during the hearing that in her opinion, if refurbished to a high standard, the Property would achieve £1,750 pcm.

The Landlord

21. The Landlord contends that:
- a) the rent has remained unchanged at £650 for over 20 years;
 - b) repairs were carried out promptly whenever notified;
 - c) a number of alterations were undertaken by the Tenant without consent as outlined above including the creation of a Perspex covered outbuilding alongside the kitchen leading to an existing brick outhouse. The Tenant submits that a new partition wall with lockable door was necessary in this area because the kitchen door could not be locked;
 - d) comparable three-bedroom houses in the locality achieve rents substantially above both the existing rent and the amount proposed by the Tenant.
22. In terms of rental evidence, the Landlord had provided a schedule of 5 comparables ranging between £1,600 pcm to £2,600 pcm. No copies of the adverts for these comparables including photographs, amenities, details of included furniture and white goods, or room sizes were provided. We accordingly gave limited weight to the Landlord's written evidence. During the hearing, Ms Hall submitted that in her opinion this would be in region of £1,850 pcm.

Determination and Valuation

23. The Tribunal accepts the Landlord's evidence that three-bedroom houses in East Grinstead and nearby villages typically command rents substantially in excess of the existing rent. At the hearing itself, the parties arrived at very similar rents for what the Property might achieve if it were in good condition.
24. Relying on its own expertise and general knowledge of rental values in the area, and the helpful submissions provided by the parties at the hearing, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,800 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 other unfurnished properties not having white goods and curtains provided by the landlord.
25. However, the Tribunal is not valuing a modernised property in good condition. The Tribunal must assess the rent of the subject Property in its actual state and must disregard any improvements carried out at the Tenant's expense.
26. The Tribunal finds:
 - the Property is an older house with gardens and outbuildings in a rural location, a feature which positively affects rental value.
 - the Property is in materially poorer condition than would ordinarily be expected of comparable market lettings.
 - damp and mould affect the rental value. The Environmental Health evidence confirms Category 2 hazards relating to damp and mould growth.
 - additional condition issues are evident from the photographs including deterioration to timber framed windows at the lower elevation (uPVC windows having been installed at the upper elevation), external elements and outbuildings.
 - the Tribunal is satisfied that some improvements have been provided and funded by the Tenant, including replacement kitchen units, bathroom fittings and flooring. The Tenant should not be required to pay a rent reflecting the value of those tenant-funded improvements although these too are now somewhat dated.
 - the Tenant has been made responsible for the maintenance of the boiler for the hot water and heating system which is not permitted by section 11 of the Landlord and Tenant Act 1985.
27. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) damp and mould;
 - b) lack of modernisation;
 - c) Tenant's responsibility for paying for the heating system through the separate heating charge and annual servicing;
 - d) general condition of the Property and outbuildings.

The full valuation is shown below:

Starting Rent	<u>£1,800.00 pcm</u>
---------------	----------------------

Less

a) Items given under a) above	£250.00
b) Items given under b) above	£100.00
c) Items given under c) above	£100.00
d) Items given under c) above	£100.00
	<u>£550.00 pcm</u>

Market rent	£1,250.00 pcm
--------------------	----------------------

28. For the avoidance of doubt, although we have arrived at the figure proposed by the Landlord that should not be taken as in any way condoning the Landlord's historic practices and management of the Property.
29. Ms Hall confirmed that the Landlord holds a portfolio of rental properties and that she has assisted him in recent years because of her experience in property management. Going forward, new agreements adopting modern practices will be offered to the Landlord's tenants.
30. **In arriving at the determined rent, we wish to make clear that the Tenant shall no longer be responsible for paying the separate heating charge under the supplementary agreement and that it is the Landlord's responsibility to arrange and pay for the boiler servicing and any repairs.**

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 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.
32. The Tenant has asked the Tribunal to fix a later starting date in this case. She says he will otherwise be caused undue hardship because she is pensioner whose only income is the state pension and pension credit. She has been informed that housing benefit will not be paid to cover any increase in her housing costs.
33. The Landlord did not respond to the Tenant's application for postponement due to hardship.
34. As a result of our decision the rent will increase by £600 per month. The date specified in the landlord's notice was 11 April 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 7 September 2026.

Decision

35. The Tribunal determines the new rent amount at £1,250.00 per calendar with effect from 7 September 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.