	**FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/45UE/MNR/2026/0029**
Property	**9 Sandringham Road Broadfield Crawley West Sussex RH11 9NF**
Tenants	**Naomi Zoob**
Tenant's Representative	**None**
Landlord	**Sharon Moody**
Landlord's Address	**5 Old Horsham Road Southgate Crawley West Sussex RH11 8PD**
Landlord's Representative	**Mayo Wynne Baxter Ms J Bates Counsel**
Date of Application	**1st February 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**I R Perry FRICS N I Robinson FRICS**
Date of Decision	**13th August 2026**
Rent Determined	**£1,080 per calendar month**
Date the new rent takes effect	**5th March 2026**

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Summary of Decision

1. On 13th August 2026 the Tribunal determined a market rent of £1,080 per month to take effect from 5th March 2026.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.

3. The original application from the Tenant for a determination of a market rent was made on 1st February 2026 in response to a Landlord's Agents Notice of Market Rent under section 13(2) of the Housing Act 1988, dated 28th January 2026, which proposed a new rent of £1,250 per calendar month ("pcm") in place of the existing rent of £900 pcm to take effect from 5th March 2026.

4. Accordingly, the 5th March 2026 becomes the valuation date.

5. One of the main issues raised by the Tenant was the presence of Pseudomonas Aeruginosa Bacteraemia in the property which she states that her partner had died of.

6. A Hearing was arranged for 10.00 am on 14th May 2026.

7. On 14th April 2026 the Landlord submitted a Landlord's Reply Form with supporting documentation.

8. At 15.53 on the day prior to the Hearing the Landlord's representative sent a paginated bundle to the Tribunal.

9. At 18.53 that same evening the Tribunal notified the Landlord's representative that the document could not be opened.

10. At 9.08 on the day of the Hearing the Landlord's representative sent an email to the Tribunal office with an accessible link so that the document could be opened.

11. The Tribunal noted that the bundle included test results relating to the incidence of Pseudomonas Aeruginosa Bacteraemia ("the Bacteria") within the property with notes that further testing was required. If confirmed this could have a material effect on the rental value of the property.

12. At the beginning of the Hearing the Tribunal took representations from both Parties as to whether the bundle should be admitted and decided that this late bundle included important information which the Tenant should be given time to consider and that, if further important tests are required, then these should be completed and submitted before the Tribunal makes its decision regarding a new rent.

13. In the interests of judicial fairness, the Tenant should be given an opportunity to obtain representation should she so wish.

14. This bundle contained 119 pages. If referred to it is by a number within square brackets thus:-[??]

15. Accordingly, the Tribunal adjourned on the basis that directions would be issued, and a new hearing date arranged as soon as possible after receipt of the revised bundle.

16. Directions were issued on 13th July 2026

17. "Within 14 days of the receipt of these Directions the Respondent shall ensure that additional test results ordered by this Tribunal on 14th May 2026 necessary to establish the extent of Pseudomonas aeruginosa bacteraemia within the property have been forwarded to the Tenant and copies provided to the Tribunal.

18. Within 7 days of receipt of those results the Tenant will provide the Landlord with a written copy of any submissions she wishes to make in response to those test results, with a copy provided to the Tribunal.

19. Within 7 days of the receipt of any submission from the Tenant the Landlord will provide a written copy of any submissions she wishes to make in response, with a copy provided to the Tribunal.

20. Both Parties may wish to include representations to the Tribunal regarding the effect that any contamination would or should have on the rental value of the property."

21. On 17th June 2026 the Landlord's representative contacted the Tribunal explaining that the Landlord no longer wished to increase the rent on the property and wished to withdraw the Notice of an increase of rent.

22. The Tribunal was of the opinion that the case could not be closed at the request of the Respondent. Ms Zoob made it clear that she did not agree to withdraw her application. Accordingly, the hearing adjourned on 14th May 2026 was rearranged for Thursday 13th August 2026 based on the papers submitted up to and including 14th May 2026 and any further submissions required by the Directions of 13th July 2026 or the earlier Directions of 14th May 2026.

23. The Tribunal was supplied with a revised bundle of 206 pages.

24. These reasons address **the key issues** raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

(1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the

Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-

(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;

(b) which begins at the beginning of the new period specified in the notice;

(c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and

(d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded-

(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

(b) 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, or

(ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and

(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-

(a) that it was carried out not more than twenty-one years before the date of service of the notice; and

(b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

(c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in

subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

The Property

25. From the information given in the papers and available on the internet, the property comprises a semi-detached house situated within a residential area on the southwest side of Crawley.

26. The house is built of brick elevations beneath a tiled roof with accommodation comprising a porch, living room, kitchen, double bedroom, single bedroom and bathroom. There are gardens to front and rear. Parking is on-street only.

27. Windows are double glazed and heating is from a gas-fired boiler.

Submissions

28. The initial tenancy began in June 2011 by agreement between Miss Zoob with her late husband Mr Adrian Darker and the Landlords Mr Clint Moody and Mrs Sharon Moody. The Parties were well known to each other and Mr Darker undertook work elsewhere for Mr and Mrs Moody.

29. Miss Zoob states that when she and her husband took occupation, the property was little more than a shell and that she and her husband fully refurbished the property including plastering, wiring, plumbing, new gas boiler, fully fitted kitchen and bathroom, light fittings, carpets, wardrobes, tiling and decoration.

30. Ms Zoob states that there was an agreement that she and her husband would undertake the works for a rent-free period with a view to purchasing the property. She states that later she paid the Landlords a sum between £23,000 and £27,000 as a deposit for the purchase. This agreement did not result in a sale/purchase, so the Tenants lived at the property rent free for a period in lieu of the monies paid as a deposit.

31. Some years later, the Tenancy was formalised by an Assured Shorthold Tenancy Agreement dated 6th November 2013 for 36 months at a rent of £850 pcm [136]. The Landlords are named as Clint and Sharon Moody and the Tenants as Naomi Zoob and Adrian Darker.

32. Attached to this agreement is a financial note offsetting rent against improvement works and stating that at the end of the period all interior fittings at the property would become the property of the Landlords except for ceiling light fittings, built-in fridge freezer, washing machine and shower fittings. Before vacating the property, the Tenants would replace light fittings, bathroom fittings, fitted wardrobe and leave the property in good decorative order.

33. A further assured shorthold tenancy agreement was made between the Parties with effect from 5th December 2021 at a rent of £900 pcm. The Landlords are named as Clint and Sharon Moody and the Tenants as Naomi Zoob and Adrian Darker. The Agreement is signed by all four Parties and there are no additional

clauses relating to fixtures and fittings. The agreement includes a clause for the Tenant to maintain the gardens.

34. Miss Zoob states that, sadly, her husband died in August 2025 of Pseudomonas Aeruginosa ("the Bacteria"), she became the sole tenant. Miss Zoob told the Tribunal that it is her understanding that the Bacteria can be in the water supply within the house for 18 months.

35. Sadly, in September 2025, Mr Moody also died and Mrs Moody became the sole Landlord.

36. Miss Zoob states [198] that her husband died from the Bacteria which is directly linked to the "plus 100" contamination levels found at the property. No direct evidence of this was provided to support this.

37. Ms Zoob states that there are issues of repair in respect of the property. In particular an ill-fitting front entrance door, broken fences and gate, and a rear garden in poor order. She had submitted photographs in support of her opinions.

38. The Landlord provided a Periodic Property Inspection Form prepared by their managing agent dated 8th April 2026. This report states that the decorative condition requires some attention, that gardens are not maintained to an expected level, that the front door drops and sometimes cannot be opened, the porch is leaking into the cupboard below, some carpets are missing or damaged, a first-floor window has dropped, that fences are in need of repair, and other items of general repair.

39. The Landlord provided a Rightmove Price Guide for similar houses in the area with rents ranging from £1,400 pcm to £1,500 pcm.

40. Miss Zoob states that following advice from other Parties, including her doctor, she had become extremely concerned that the Bacteria might be present in the water system within the house. So much so that she had vacated the property for a period.

41. Miss Zoob states that if the property is affected by the Bacteria, then this is a Category 1 Hazard (under the Housing Act 2004).

42. Following the original hearing on 14th May 2026 and in preparation for its resumption on 13th August the Tribunal was provided with a further accessible copy of the original bundle. This contains microbiological reports provided by envirochem sufficient for the Tribunal to comprehend the background of any contamination.

43. The first report [70] is dated 10th April 2026 and states that there is 1 unit of cfu/100ml of water in the kitchen cold tap. A Certificate of Analysis provided by Eurofins dated 15th May 2026 states that there are more than 100 cfu units/100 ml in the kitchen cold tap before and after flushing.

44. A report from BIOSWEEP recommends disinfection of the water supply. This was carried out with later tests stating that the water was now safe.

45. BIOSWEEP suggest that a flexible water pipe, originally fitted by the Tenants, is not Water Regulations Approval Scheme ("WRAS") approved

46. Further tests were carried out by envirochem in June and July 2026 when no traces of the Bacteria were found in the water supply.

47. The Tribunal was also told that the late Mr Darker had kept a Parrot or possibly a Macaw at the property and that parrots can carry the bacteria.

48. Further correspondence between Parties was submitted and Miss Zoob conceded that Mrs Moody had assisted her in finding alternative accommodation for a period, although she had now moved back to the Property.

Consideration and Valuation

49. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers and with a hearing, but without an inspection. Having read and considered the papers, supported by photographs, it decided that it could do so.

50. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy at the valuation date of 5th March 2026.

51. Although sympathetic to both parties who have been recently widowed, the personal circumstances of the Parties are not relevant to this issue.

52. The Tribunal determines that the Tenants had carried out considerable improvements to the property over time but had been recompensed for these improvements by reduced rents.

53. The Tribunal cannot comment upon or determine any matters relating to the possible sale of the property by the then Landlords to the then Tenants but notes that further rent-free periods were agreed to compensate for the deposit paid.

54. The Tribunal determines that it has not been established that there were Bacteria in the property **at the valuation date** which would render the property unfit for habitation but is pleased to note that the property has now been disinfected and recent tests show the absence of any Bacteria.

55. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Crawley, the Tribunal decided that the market rent for the subject property if let in a condition that was usual for such an open market letting would be £1,400 pcm.

56. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord.

57. The Tribunal finds that the porch/entrance door are defective, that white goods, carpets and curtains are provided by the Tenant, that fences in poor condition

are the responsibility of the Landlord, that internal decorations are in need of attention as they show reasonable wear and tear, and that there are other general wants of repair including a first-floor window. There are also 3 defective power points which, although installed by the Tenants are now the responsibility of the Landlord.

58. Using its experience the Tribunal decided that the following adjustments should be made to the full open market rent:

Entrance porch/door	£100
Tenant's provision of white goods	£30
Defective fences	£25
Defective power points	£20
Tenants provision of flooring/curtains	£50
Decoration subject to wear and tear	£75
Other general wants of repair	£20
TOTAL per month	£320

Determination

59. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,080 pcm.

60. In her application the Tenant had stated that the proposed increase to £1,250 pcm would cause her undue hardship. She had submitted a note of benefits she receives, explained to the Tribunal her health problems and had clearly found the process around this case to be very stressful.

61. Given that the increase in rent was much lower than the rent proposed by the Landlord the Tribunal did not consider that the threshold for **undue** hardship had been met. Accordingly, the new rent of £1,080 pcm would take effect from 5th March 2026, this being the date specified in the Notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.