

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/45UG/MNR/2026/0160
Property	2 Cookhams Farm Cottage, Sharpthorne Road, East Grinstead, RH19 4HU
Tenant	Adele Smith
Tenant's Representative	
Landlord	Anthony Arbuthnot Watkins Grubb
Landlord's Address	Mayes Farm, Grinstead Lane, East Grinstead RH19 4HP
Landlord's Representative	Anne-Marie Hall
Date of Application	23 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Bowden Tribunal Member Ms Barton MRICS
Date of Decision	07 October 2026
Rent Determined	£720 per calendar month
Date of Valuation	01 October 2026
Date the new rent takes effect	17 June 2026

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 £1550 in place of the existing rent of £600 per calendar month (pcm) to take effect from 01 June 2026.
2. On 23 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The Tenant's referral was received by the Tribunal on the same date it was referred.
4. The assured shorthold tenancy commenced on 17 December 2004 for a term of 6 months. The rental period is monthly. The tenancy has continued as a rolling periodic tenancy after the term ended.

Validity of the Notice – Section 13B of the Housing Act 1988

5. The Tenant agreed that the notice served was valid.

Allocation of Repairs between Landlord and Tenant.

6. As per section 11 of the Landlord and Tenant Act 1985.

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

7. No services are provided under the tenancy.

Liability for Council Tax

8. 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

9. There were no other terms in the tenancy agreement relevant to market rent determination.

Hearing

10. Neither party requested an oral hearing.

11. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

Inspection

12. The Tenant indicated on Form MR1 that she considered an inspection to be required. The Landlord on their MRS did not think an inspection was required.
13. On/around 19 August 2026, a legal officer of the Tribunal considered the issue and determined that an inspection was required.
14. The parties were given time to request that the issue was considered by a judge. Neither party made such a request.
15. The Panel attended the Property on 01 October 2026 at 10:30. Those present were Judge Bowden, Tribunal Member Barton, Ms Smith, and Ms Smith's son Joe Smith. Neither the Landlord nor his representative attended the inspection.
16. The Panel noted the following at the inspection:
 - a. Site Position: Situated at the eastern edge of the village just within the 30 mph limit on a constantly busy road. Road noise is significant.
 - b. Parking: No dedicated parking. A rough/unmade area lies beyond the front boundary of the property, adjacent to the carriageway. There is no pavement in this area and safety is compromised.
 - c. Access: A timber pedestrian gate set into the front boundary allows access immediately from the roadside. The approach to the eastern side of the property is subject to flooding, according to the tenant. Consequently, the area has been raised by the installation of a gravel path and flagstones installed by her. There are large garden areas to the eastern and northern sides of the house. Fencing and a gate divide the larger front section from a smaller wild area to the rear. The front section was well kept, being mainly laid to lawn with bushes, trees, hedging and some planted areas. The tenant has installed two timber sheds to the rear of the house. These are in poor condition and are approaching life expiry.
 - d. External: The property is one of a pair of semi-detached two-storey houses believed built around the turn of the twentieth century. The main (front) section comprises smooth, rendered, white-painted masonry to the ground floor and vertical tile-hanging finishes to the first-floor elevations. Tile hanging to walls

is in poor condition on all elevations, with many tiles missing or ready to fall. Fallen tiles were visible on the ground. Others are damaged. There are also numerous trees and vegetation close to the house.

- e. Structure: The ground floor of the property is believed to be of solid (possibly stone) construction, externally smooth rendered and painted. A buttress has been constructed to the front corner of the house, presumably to arrest structural movement. The first-floor construction comprises older-style timber framing, externally vertically tile-hung. The rear extension to the house is believed to be of solid single-thickness brick construction, externally brick-faced. Substantial cracks are visible both internally and externally at the junctions of the rear addition and the main house walls. Internally, the solid floor to the kitchen slopes, and there are cracks to ceilings and walls in numerous places. The presence of cracks and distortions to the building, together with the existence of a buttress by way of support, indicates ongoing structural movement, which the tenant says is affected by the level of water saturation in the surrounding subsoil.
- f. The first floor structure is open to the elements and allows bird nesting, vermin infestation and damp ingress, plus heat losses. Roof edge timbers were neglected and in places were totally devoid of paint. The rear single storey addition to the house has a brick faced finish set under a pitched and tiled roof. Water penetration from the roof into the kitchen was noted and the area had been covered with sheeting by the tenant to prevent further damage.
- g. Dining Room / Entrance Area: Access is via an open porch to the side and then immediately into this area. Dual-purpose space housing the refrigerator and a table. Obvious cracking and water ingress to the right of the front door. Floor tiled by the Tenant's father. Rayburn; currently non-functional due to flue and liner failure (estimated repair: £600).
- h. Kitchen in rear single-story single-skin addition. A compact, walk-through galley kitchen with a step-down transition. The kitchen had poor thermal retention. The solid floor is uneven and slopes away. Cracking is evident around the external edges. Cracking is evident particularly at the abutment of the extension and the main house, in corners and around openings. Evidence of damp penetration under the roof line and close to the electrical installation. Clear evidence of water ingress on the left-hand wall, situated close to the light switch. Significant cracking observed around the door frames leading to both the dining area and the bathroom.

- i. Bathroom: The sole bathroom in the property, accessed through the kitchen. Compact room containing a bath with over bath shower, and W.C.
- j. Sitting Room: Primary heat source is a Tenant-installed log burner. Supplemental electric night storage heater present. Triple window facing the road. The wooden frame is rotten. The internal windowsill is structurally compromised, currently supported by two wooden props. Significant water penetration to the full width of the front elevation below the window, with attendant spoiling of decorations. Damp extends across the entire external wall to the party wall. Ceiling cracks follow and oppose the floorboard direction.
- k. Staircase & Landing: Narrow, short, steep staircase. Significant dampness on outside walls; paint is stained, peeling, and crumbling to a dusty residue that marks clothing. The recently installed replacement electrical consumer unit is located on the wall at the bottom of the stairs.
- l. Landing: Compact area serving three rooms. The ceiling finish to the area above the landing and stairway comprises timber boarding which is not sealed. This allows draughts and heat losses from and to the loft space above.
- m. Main Bedroom (Front): Compact proportions. Cracking noted in the ceiling and room corners. No built-in or freestanding wardrobes. Window was double-glazed.
- n. Second Bedroom (Rear): Compact double, characterised by low natural light. The window provides a view of the kitchen extension roof, which shows significant tile failure. The Tenant's partner has applied temporary roofing felt to mitigate leaks as noted in h above. The only upstairs room equipped with a night storage heater.
- o. Third Bedroom / Dressing Room: Cracking present in ceiling and corners. Window to side elevation.

17. General Observations

- a. Heating:
 - i. Reliance on the log burner and limited night storage heaters. Night storage heaters installed ~20 years ago via a Warm Home grant
 - ii. Hot water is via an electric immersion heater with a timer.

- iii. Loft insulation and draught-proofing were completed ~20 years ago via a Warm Home grant.
 - iv. Internal storage was limited; one shed outside was used for outdoor clothing storage.
 - v. The bathroom was in the furthest possible position relative to the bedrooms.
- b. The traffic was constant and noisy.
- c. Where there was a limited number of double-glazed windows, the sound penetration was significant. Light pollution from headlights would also occur at night.
- d. Carpets, flooring, curtains and window coverings all appeared to be likely to have been installed after occupation in 2004.
- e. Structural Movement: Cracks are reported to be seasonal, expanding in summer and partially closing in winter, though never fully. This has spoiled decorations and finishes and allows draughts and damp penetration.

The Property

18. The Property is located in Sharpthorne, situated in a semi-rural location, and is a semi-detached house; the property is adjacent to and faces the road. The road is fast and has constant traffic. The village has a Costcutter. The accommodation is as follows:

Property:	See inspection notes above Small kitchen 3 bedrooms 1 bathroom 1 living room
Outside:	Garden Sheds There is no private parking. The space in front of the property would not allow for safe parking given the nature of the road.
Furniture:	Does not include furniture
Furnishings and flooring:	Does not include carpets and, curtains

	Wooden floorboards upstairs and one carpeted room . Living room carpeted and Stone flooring in the dining room bathroom and kitchen Lino and floor tiles
Appliances:	Does not include appliances goods
Heating and thermal efficiency	Night storage heaters – only 1 upstairs and 2 downstairs Log burner Non-working Rayburn. 3 Double glazed windows 3 wooden framed single glazed windows 1 metal framed single glazed window

Improvements

19. The Tenant listed the following improvements:

a. Kitchen

- Installed new kitchen units after removing units affected by woodworm.
- Replaced cooker switches.
- Installed tiled flooring.
- Renewed water pipes, sink and taps.
- Repainted walls and ceiling.

b. Obtained a Warm Front grant and installed heating.

c. Bathroom

- Replaced toilet and cistern.
- Replaced bath, installed new tiling and shower unit.
- Installed lino flooring.
- Installed cabinet and light fitting.
- Repainted and maintained walls.

d. Living Room

- Installed underlay and carpet over existing floor.

- Purchased and installed a log burner and associated materials.
 - Paid for chimney sweep approval.
 - Carried out repairs to rotten timber windows, including puttying, repainting and epoxy repairs.
 - Repainted walls, ceiling and skirting boards.
- e. Dining Room
- Laid stone floor tiles and re-grouted them.
 - Filled and redecorated recurring cracks.
 - Repaired and repainted window frames.
 - Replaced Rayburn fire bricks and rope seals.
- f. Replaced immersion heater elements and fitted a safety switch.
- g. Bedrooms, Stairs and Landing
- Replaced rotten staircase timbers and carpeted stairs.
 - Sanded, stained and varnished bedroom floorboards.
 - Installed carpets in some bedrooms.
 - Repaired deteriorated windows before replacement by the Landlord in 2025.
 - Repainted walls and ceilings throughout.
- h. External Works
- Installed two security lights.
 - Purchased and maintained garden plants.
 - Undertook or arranged tree and hedge maintenance.
 - Replaced entrance gate following a road traffic collision.
 - Repaired external waste drain twice.
 - Installed paving slabs, gravel and a soakaway to address flooding.
 - Repainted the exterior of the house, windows and front door in 2025.
 - Cleared and repaired blocked external drainage.
 - Installed fencing, trellis and a gate at the rear of the garden.
- i. General Items
- Installed curtain poles and curtains.
 - Fitted smoke alarms and carbon monoxide detectors.

Evidence

20. The Tribunal carefully considered the MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply) and attachments provided by the parties, along with relevant correspondence provided to it in the hearing bundle.

The Tenant

21. The Tenant provided:
- a. The tenancy agreement
 - b. Photographs of the property
 - c. A floor plan
 - d. Some receipts. The bundle contains documentary evidence for:
 - Bath purchase.
 - Tap purchase.
 - Various materials and fittings.
22. The Tenant made the following comments:
- a. They thought the open market rent should be £900 pcm.
 - b. The Tenant had occupied the property since December 2004 and has personally funded extensive works throughout the tenancy. She says that when she moved in the property was in poor condition and lacked adequate facilities. Her evidence is that she replaced the kitchen, including units, flooring, sink, taps and pipework, repainted the room, and obtained a grant to install heating. In the bathroom she replaced the bath, toilet, shower, tiling and flooring. She also says she decorated extensively throughout the property.
 - c. The Tenant relies on photographs, receipts and written submissions to support her case. Her position is that many of these works were necessary because of the property's condition and that improvements funded by her should be disregarded when assessing the market rent. She contends that the current state of the property reflects significant investment and effort on her part rather than improvements provided by the Landlord.
 - d. The Tenant's evidence is that she carried out substantial repairs and improvements to windows, stairs and flooring, including replacing rotten staircase timbers, repairing deteriorated windows, carpeting parts of the property and restoring floorboards. She also installed a log burner, maintained the

chimney, repaired cracking walls and carried out various plumbing and electrical works.

- e. Outside, she says that she undertook extensive garden and drainage works, replaced a gate damaged in a vehicle collision, installed fencing and security lighting, and landscaped areas to address flooding. She also repainted external woodwork and maintained hedges and trees, replaced fallen tiles and painted the masonry areas externally.

23. The Tenant does not produce comparable evidence, but does say:

Whilst I appreciate that this amount may not reflect general market rent prices for my area, the state of the property needs to be taken into account. There are current issues within the property which degrade its value as a rentable property.

And

The Landlord proposes a rent of £1550 is based upon comparables of rural cottages in the area, however these comparables are not like for like as it does not mention property condition in their supportive list. I humbly ask that the tribunal takes into account the baseline value of the property prior to any improvements I have had to do myself, the subsidence present at the property and the damp issues.

The Landlord

24. The Landlord provided:

- a. A statement regarding the property
- b. A statement from the Landlord's representative. Ms Hall's statement appears to be on behalf of the Landlord rather than her own evidence of fact.
- c. The tenancy agreement.
- d. A national report on rising Landlord maintenance management and compliance costs (2004-2026), prepared by the Landlord's representative, Ms Hall. This appears to be Ms Hall's opinion that cost of maintaining, repairing, and legally operating residential rental properties has risen substantially over the last 10-20 years.

25. The Landlord made the following comments:

- a. The Landlord contends that the property is a character cottage in a desirable rural location and that comparable evidence demonstrates that similar properties command higher rents. The Landlord therefore argues that the Tenant's challenge to the proposed rent increase should not succeed.
 - b. The Landlord accepts that the Tenant has carried out a number of works during her long occupation of the property but maintains that many of those works were improvements or alterations undertaken voluntarily and, in some cases, without the Landlord's consent. The Landlord disputes the extent to which the works were necessary repairs or should influence the rent assessment. The Landlord's position is that the statutory valuation exercise requires the Tribunal to determine the market rent of the property subject to the assumptions in the legislation, rather than compensate the Tenant for expenditure incurred over the years.
 - c. The Landlord further contends that the property has been maintained and that Landlord-funded works have also been carried out. The Landlord's evidence is that any assessment of rent should reflect the property's location, character and prevailing market conditions rather than the Tenant's personal circumstances or affordability concerns.
26. The following was put forward as evidence of comparable properties for rent.

D4. Comparable Market Evidence
Comparable 1 – 3-bed rural cottage, West Hoathly
• Rent: £1,600 pcm • Similar rural setting • Similar age and character • Let within 10 days
Comparable 2 – 3-bed cottage, Sharpthorne outskirts
• Rent: £1,525 pcm • Smaller garden • Less private setting
Comparable 3 – 2-bed cottage, Ashdown Forest fringe
• Rent: £1,450 pcm • Smaller property • Inferior plot
Comparable 4 – 3-bed semi-rural cottage, East Grinstead fringe
• Rent: £1,550 pcm • Modernised interior • Less rural setting
Comparable 5 – 3-bed rural cottage, Turners Hill
• Rent: £1,500 pcm • Similar age and character

Determination and Valuation

27. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
28. There was no reliable comparable evidence upon which the Tribunal could place weight.
29. Relying on its own expertise and general knowledge of rental values in the area, together with the relevant information provided by the parties, the Tribunal considers that the market rent of the property, had it been in good repair and condition, would be £1,800 pcm.
30. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a. The proximity to the road, the associated noise, and the lack of safe parking: 5%
 - b. The poor insulation of the property, the reliance on night storage heaters (only 1 upstairs), and hot water by immersion: 20%
 - c. The impractical layout, the Downstairs bathroom, and the bathroom being at the furthest point from the bedrooms and accessible only via the kitchen: 5%
 - d. The general disrepair and basic condition (excluding Tenant improvements) e.g. roof leak over kitchen, missing tiles exposing underlying battens, and sloping floors, flooding path, non-working Rayburn, widespread damp penetration and active structural movement of the rear kitchen/bathroom addition (which is sub-standard specification being single brick): 20%
 - e. The Tenant's improvements including installation of a log burner, installation of the bathroom, installation of the kitchen, the internal decoration, the carpets and underlay, the refurbishment of the upstairs wooden floors: 10%
31. The full valuation is shown below:

Starting Rent £1,800 pcm

Less

- a) Items given under 30a. above 5%
- b) Items given under 30b. above 20%
- c) Items given under 30c. above 5%
- d) Items given under 30d. above 20%
- e) Items given under 30e. above 10%

Subtotal 60%

Market rent for the Property £720 pcm

Undue hardship

32. This application concerns a Form 4 that was dated before 01 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 discretion to fix a later starting date up to the date a Tribunal makes its determination.

33. The Tenant says she would suffer undue hardship because:

The current rent increase proposed by the Landlord is £1550. This is an extra £950 that I would need to find per month. I have calculated how this would affect me based on my soul (sic) income. I live with my partner who is self-employed and has unsteady income due to the fluctuating nature of his work, therefore it is difficult.

34. The Tenant did not produce any financial evidence.

35. The Landlord responded with the following:

The Tenant has raised concerns about financial hardship. While the Landlord is sympathetic to the Tenant's personal circumstances, hardship is not a

factor the Tribunal can take into account when determining the open market rent.

Under the Housing Act 1988, the Tribunal must assess: The market rent which the property might reasonably be expected to achieve on the open market."

The Tenant's income, expenditure or personal financial position is not relevant to this statutory test.

36. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support her submissions. The Tenant submitted that the proposed rent would cause financial hardship as it would mean an extra £ 950 pcm. Whilst the Tribunal accepts that this is the Tenant's evidence, the Tenant has not produced documentary evidence of her financial circumstances, such as benefit awards, bank statements or an income and expenditure schedule, from which the extent of any hardship could be assessed.
37. In light of the lack of financial breakdown, the Tribunal cannot make a finding of financial hardship.

Decision

38. The Tribunal determines the new rent amount at £720 per calendar month with effect from 17 June 2026. The Form 4 notice says 01 June, but this is not the correct rent period. The Tribunal accepts the Landlord's evidence that the tenancy commenced on 17 December 2004. The monthly periods of the tenancy therefore run from the 17th day of each month. The appropriate effective date is accordingly 17 June 2026.

Name: Tribunal Judge Bowden

Date: 07 October 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.