

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/45UG/MNR/2026/0167
Property	2 Cookhams Dene Cottages, Sharpthorne Road, East Grinstead, West Sussex, RH19 4HU
Tenant	Peter and Marion Boudier
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	27 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	£935 per calendar month
Date of Inspection	01 October 2026
Date the new rent takes effect	04 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 £1,550 in place of the existing rent of £750 per calendar month (pcm) to take effect from 01 June 2026.
2. On 27 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 Tenant's referral was received by the Tribunal on the same date it was referred.
4. The assured shorthold tenancy commenced on 06 April 1997. The term is unknown, as neither party provided a copy of the tenancy agreement. 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 Tenants agreed that the notice served was valid.

Allocation of Repairs between Landlord and Tenant.

6. There is no copy of the tenancy agreement.
7. The Landlord asserts that the tenancy agreement dated 4 April 1997 incorporates the Landlord's statutory repairing obligations under Section 11 of the Landlord and Tenant Act 1985, including responsibility for:
 - a. the structure and exterior
 - b. installations for water, electricity, heating, hot water, and sanitation.

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

8. The Tenants state that no services are provided under the tenancy.
9. The Landlord does not assert that services are provided under the tenancy.

Liability for Council Tax

10. 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

11. The written tenancy agreement was not available, so it is unknown whether there are other terms in the tenancy agreement relevant to market rent determination.
12. The Tenants say that when they took on the tenancy they understood there was an unwritten agreement that we would look after the property wherever possible without the need for the Landlord's permission, provided there were no structural alterations. In return, the Landlord would keep the rent reasonable. This has worked for the past 29 years.

Hearing

13. Neither party requested an oral hearing.
14. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

Inspection

15. The Tenants indicated on Form MR1 that they did not think an inspection was required. The Landlord did require an inspection and provided reasons for an inspection in their Form MR2.
16. On 17 June 2026, a legal officer of the Tribunal considered the issue and determined that there should be an inspection because:

6. The rent increase is £800 per month over the current rent which is a substantial increase. Furthermore, there are disputes of fact relating to disrepair and the characteristics of the property, namely the boundary alignment and the number of rooms in the property.

7. The current condition of the property needs to be established and an inspection by a qualified and experienced person would assist the judicial panel when determining the case.

17. The parties were given 14 days to request that the issue was considered by a judge. Neither party made such a request.

18. The Panel attended the Property on 01 October 2026 at 09:30. Those present were Judge Bowden, Tribunal Member Barton and Mr Boudier. Neither the Landlord nor his representative attended the inspection.
19. The Panel noted the following at the inspection:
20. Outside: The property is a late Victorian, brick-faced, tile-hung semi-detached cottage featuring well-maintained external grounds.
21. Garden: The garden and curtilage are well maintained. Several sheds have been added to the garden by the Tenants; notably, the electrical supply to these structures has been upgraded, encased, and approved by an electrician.
22. Entrance patio and gate: Clean and well maintained.
23. Approach: The property is provided with two external doors - one to the side elevation and another to the rear.
24. Ground Floor:
 - a. The rear door (used as the main entrance) leads to a small foyer. To the left is the former downstairs WC. WC is now upstairs; there is no WC in the room. The room is now used for the tenant's dog.
 - b. Opposite the entrance door is a narrow utility room. The utility room has a fridge, sink unit, floor cupboards and wall cupboards. The gap between the wall and the units is narrow and only suitable for one person at a time. Based on appearance, these are more likely than not to post-date 1997.
 - c. To the right of the entrance door is the kitchen, which is small and square. There is not enough room for a table. You walk through the kitchen to get into the main sitting room. The kitchen has very limited space, cupboard space, and work surfaces. The ceiling has been replaced, and spotlights have been added. Additional plug sockets have been added. Based on appearance, the kitchen fixtures and fittings are more likely than not to post-date 1997.
 - d. The main sitting room is the width of the cottage with windows front and back. There is an electric fire in the fireplace. The room does have two sofas but is small, and you walk through the room to get to the rest of the property. The electric fire, based on appearance, is more likely than not to post-date 1997.

- e. Small sitting room/dining room. At the front of the property, before going upstairs, there is a small room currently used as a music room. The room is functional but small. There is a desk but no sofa. There is a disused fireplace. This would be the obvious place for a table to eat at if that was a tenant's preference.
- f. Opposite the sitting room is the 'front' door (albeit at the back of the property), which gives access to the garden. This door is unused. It has a coat rack attached and a shoe rack in front.
- g. There is a small functional understairs cupboard.

25. Upstairs

- a. The stairs are narrow and steep, with a narrow tread.
- b. At the top of the stairs, at the front of the property, there is a single room. Triple fitted wardrobes have been added. Based on appearance, these are more likely than not to post-date 1997. An older single cupboard sits in the corner over the stairs, and the chimney flue takes up floor space.
- c. The main bedroom is a double and has fitted wardrobes added. Based on appearance, these are more likely than not to post-date 1997.
- d. The bathroom is a walk-in shower with a small corner sink, wall-mounted heater, towel rail and extractor fan. The bathroom fixtures, fittings and flooring post-date 1997.
- e. The WC is separate; this is in a windowless room. The WC fixtures, fittings and flooring, more likely than not, post-date 1997.
- f. The upstairs space is negatively impacted by the chimney flue.
- g. The hallways are narrow, the landing space is narrow and there is limited space to manoeuvre.

26. General

- a. The tribunal noted that the property was a comparatively well-maintained property in and out.
- b. The property was heated via night storage heaters. These post-date 1997.

- c. The carpets were throughout (save for the entrance foyer, dog's room, utility, kitchen, bathroom and WC). Based on appearance, these (more likely than not) post-date 1997.
- d. The curtains and all the window coverings (more likely than not) post-date 1997.
- e. The property is compact, with limited storage options.

The Property

27. The Property is located in Sharpthorne, is situated on the edge of a village, and is a semi-detached house. It is set back a good distance from the road. The road is fast and has constant traffic. The village has a Costcutter. The accommodation is as follows:

Property:	See inspection report above Small kitchen (no seating/dining) Two reception rooms 2 bedrooms 1 bathroom
Outside:	Garden Parking Shed
Furniture:	Does not include furniture
Furnishings and flooring:	Does not include carpets, curtains
Appliances goods:	Does not include appliances goods
Heating and thermal efficiency	No central heating Double glazing fitted prior to occupation

Improvements

28. The Tenants have listed the following improvements:
- a. Installation of night storage heaters.
 - b. Complete kitchen refit including cupboards, plumbing and electrics.
 - c. Treatment of damp beneath the electric meter.

- d. Installation of a handrail on the stairs.
 - e. Replacement of missing skirting boards on the landing.
 - f. Fitted wardrobes in both bedrooms.
 - g. Removal of a cracked bath and refitting of the bathroom.
 - h. Replacement of a leaking cistern with a new toilet.
 - i. Replacement of a leaking immersion heater (hot water tank).
 - j. Repair of the chimney stack and liner.
 - k. Repairs to guttering.
 - l. Provision of boundary fencing.
 - m. Creation of a paved patio area and entrance to the property.
29. The Tenants state that they installed the fencing, gate, and patio shortly after the tenancy began in 1997 and that all works listed in the MR1 application were tenant-funded. This is not accepted by the Landlord as set out below.

Evidence

30. The Tribunal carefully considered the MR1 (tenant), Rents 1A (Landlord) and Rents 1B (tenant's reply) and attachments provided by the parties, along with relevant correspondence provided to it in the hearing bundle.

The Tenant

31. The Tenants provided:
- a. Photos from 1997 when they moved into the property
32. The Tenants made the following comments:
- a. Mr and Mrs Boudier have occupied the property since 1997 and contend that the proposed increase from £750 pcm to £1,550 pcm is excessive and does not properly reflect the history and condition of the property. They argue that the market rent should be £800 pcm.

- b. The Tenants' central case is that when they took the tenancy the property was in poor condition and that, over nearly 30 years, they have personally funded and carried out numerous improvements and repairs. They say there was an informal understanding that they would maintain and improve the property themselves, without seeking permission for non-structural works, in return for the Landlord keeping the rent at a reasonable level. Mr Boudier states that they have honoured that arrangement throughout the tenancy. The improvements listed by the Tenants are listed above.
 - c. In response to the Landlord's evidence, Mr Boudier maintains that all works listed on the MR1 form were tenant-funded. He says he undertook DIY work personally and employed tradesmen when necessary. He expressly denies that the Landlord installed the fencing, gate or patio, asserting that he erected the fencing and gate and laid the patio himself shortly after moving into the property in 1997 because he needed a secure garden for his young child. He states that photographs were supplied in support of this account.
 - d. The Tenants dispute the Landlord's description of the property as a three-bedroom house. Mr Boudier says he took the tenancy as a two-bedroom property and has never altered the layout. He contends that any alterations creating the present configuration must have been made by previous Tenants and that the layout is unchanged from when he first viewed the property.
 - e. The Tenants also reject the suggestion that they claimed to have undertaken drainage works, stating that no such claim was made in the MR1 application.
33. The Tenants did not provide rental evidence for comparable properties.

The Landlord

34. The Landlord provided:
- a. A statement from the Landlord and his representative. Ms Hall's statement appears to be on behalf of the Landlord rather than her own evidence of fact.
 - b. An expired s21 notice form from 1997.
 - c. A compliments slip

- d. A letter dated 20 January 2017 about a possible planning application near the property and the need to move the boundary. There was a 3-year rent reduction.
- e. Undated plan showing the proposed new parking.
- f. A letter dated 13 February 2017, about the boundary line.

35. The Landlord made the following comments:

- a. The Landlord's case is that the proposed rent of £1,550 per month reflects the current open market rental value of the property and that the existing rent of £750 per month is substantially below market level. The Landlord relies on comparable rental properties in the locality and contends that the tenant's proposed figure of £800 per month is unrealistic given prevailing market conditions.
- b. The Landlord disputes the Tenants' account of the condition of the property and the extent of the improvements they claim to have carried out. The Landlord maintains that a number of significant works were undertaken and funded by the Landlord, rather than by the Tenants.
- c. In particular, the Landlord contends that:
 - i. The patio area was installed by the Landlord in approximately 2017 and was not laid by the Tenants.
 - ii. The boundary fencing and gates relied upon by the Tenants were Landlord-funded improvements.
 - iii. Various other improvements to the property were carried out at the Landlord's expense and should not be treated as tenant-funded improvements when assessing the market rent.
 - iv. The Tenants' description of the extent of their contributions overstates the works they personally undertook.
 - v. The Landlord also disputes aspects of the Tenants' description of the property itself. The Landlord's evidence treats the dwelling as a three-bedroom property, whereas the Tenants maintain that it was let to them as a two-bedroom house and has remained in the same configuration throughout their occupation.

- vi. The Landlord's evidence places emphasis on the property's location, size and amenities and on the substantial gap between the passing rent and modern market rents in the area. The Landlord argues that the Tribunal should assess the rent by reference to the current market and not by reference to historic rent levels or the Tenants' personal financial circumstances.
36. The following was put forward as evidence of comparable properties for rent.



Determination and Valuation

37. 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 Tenants 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.
38. There was no reliable comparable evidence upon which the Tribunal could place weight.
39. The Tribunal carefully considered the information put forward by the parties.
40. The Tribunal is satisfied that this is a 2-bed property with parking and a garden.
41. Relying on its own expertise and general knowledge of rental values for 2-bed properties 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 £1,700 pcm.

42. The Landlord, in his own chronology, states that from 1997 to 2024 no repair requests were received. The Landlord has not produced any documents relating to any work he says he did. The Tenants have produced photographs of the patio works being undertaken by Mr Boudier.
43. The Landlord does not suggest, and has not produced evidence of, carrying out regular inspections.
44. The Tribunal is satisfied from the inspection that someone had paid a lot of time, money, care and attention to maintaining the property. The property was clean, and the walls and woodwork were in good condition. Given that the Tenants have been in occupation since 1997, there must have been redecoration of the property for it to be in its current condition. The Tribunal is satisfied that significant maintenance and redecoration have been undertaken by the Tenants during their long occupation.
45. On the balance of probabilities, having inspected the property and considered the parties' evidence, the Tribunal is satisfied that many of the improvements post-date the commencement of the tenancy and were more likely than not to have been funded or provided by the Tenants.
46. Tenants' improvements:
 - a. The chimney repair.
 - b. The utility room fixtures and fittings.
 - c. The kitchen, bathroom and WC.
 - d. The electric fire.
 - e. Fitted wardrobes in both bedrooms.
 - f. The night storage heaters.
 - g. The carpets post-date 1997.
 - h. Curtains and all window coverings.

- i. Installation of sheds.
 - j. Patio, gate, and fencing.
 - k. Extractor fan replacement in WC.
47. The Tribunal is satisfied that the Tenants have maintained and improved the property. The Tribunal observed that the tenants were house proud. They had put a lot of time and effort into the property inside and out.
48. From the starting point of £1,700, the Tribunal made adjustments in relation to the following:
- a. The compact, impractical and restricted layout of the cottage: 10%
 - b. Improvements and fittings provided by the Tenants and for which they should not pay: 35%
49. Improvements were categorised and valued as follows:

Major 20%	Internal 10%	External 5%
• Bathroom • Upstairs WC • Utility room • Kitchen • Night storage heaters	• Carpets and underlay • Fitted Wardrobes in 2 x bedrooms • Extra plug sockets and lights • Extractor fan • Electric fire • Immersion repair • Damp repair	• Chimney repair • Patio • Garden • Fencing • Sheds

50. The full valuation is shown below:

Starting Rent	£1,700 pcm
Less	
a) Items given under 48a. above	10%
b) Items given under 48b. above	35%

Subtotal	45%
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Market rent for the Property	£ 935 pcm
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Undue hardship

51. 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.
52. The Tenants say they will be caused undue hardship because:
 - a. They are pensioners on limited income, and the proposed rent increase would cause substantial financial hardship and make it difficult to meet essential living expenses.
53. The Tenants did not produce financial evidence:
54. The Landlord's position is that the Tribunal should determine the market rent by reference to the property's rental value in the open market and that the Tenants' personal financial circumstances are not relevant to that assessment.
55. The threshold for demonstrating undue hardship is high. The Tenants have produced no evidence to support their submissions. The Tenants submit that the proposed rent would cause financial hardship as they are pensioners living principally on state pension income. Whilst the Tribunal accepts that this is their evidence, the Tenants have not produced documentary evidence of their financial circumstances, such as pension statements, benefit awards, bank statements or an income and expenditure schedule, from which the extent of any hardship could be assessed.
56. In light of the lack of financial breakdown, the Tribunal cannot make a finding of financial hardship.

Decision

57. The Tribunal determines the new rent amount at £935 per calendar month with effect from 04 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 4 April 1997. The monthly periods of the tenancy therefore run from the 4th day of each month. The appropriate effective date is accordingly 4 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.