

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	HAV/21UH/MNR/2026/0183
Property	2 Monkshill Farm Cottages, Legsheath Lane, East Grinstead, RH19 4JW
Tenants	Eliane Gerhard, Paul Moore
Landlord	Tony Grubb
Landlord's Representative	Anne-Marie Hall
Date of Application	8 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Cotterell FRICS Ms S Johnson
Date of Decision	8 October 2026
Rent Determined	£1,250 per calendar month
Date of Valuation	7 June 2026
Date the new rent takes effect	7 June 2026

REASONS FOR THE DECISION

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Background

1. On 30 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,150.00 per calendar month(pcm) in place of the existing rent of £1,200.00 pcm to take effect from 1 June 2026.

2. On 8 June 2026 under Section 14 (A3) 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 7 March 2014. The rental period is monthly.

Validity of Notice

4. The Tribunal notes that the subject tenancy runs from the 7th of each month rather than the 1st of each month as the Notice suggests. Since the notice was served prior to 1 May 2026, this Tribunal has no jurisdiction in the matter of the notice's validity, which remains with the County Court.

Allocation of Repairs between Landlord and Tenant.

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

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. There are no service charges or furniture provided by the Landlord.

Liability for Council Tax

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

Hearing

8. Neither party requested an oral hearing. 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

9. The Property is a semi-detached cottage with accommodation across ground and 2 upper floors. The accommodation includes: (ground) entrance lobby, living room, WC, kitchen, rear porch; stairs to (first) bedroom 1, bathroom, stairs to (second) bedroom 2, cupboard. Externally there is a garden and garage.

10. It is located in a rural area around 2.5 miles to the south of East Grinstead and 8 miles east of Crawley.

Considerations

11. The parties completed the relevant MR1 (tenant), and MR2 (landlord).

The Tenant

12. The Tenant's made the following comments:

a. "...*We could not find a similar property in the area on the market at this point*

b. **"** *The property has very poor heating and insulation the house (no loft insulation). No heating in Bedroom 1. Unable to heat to a reasonable temperature during very cold weather. Water leaking into kitchen Black mould in kitchen, Bedroom 2 and porch. Window frames disintegrating and in very poor condition*."

c. " *The cracks in the 3rd floor ceiling are so severe that maggots from dead crow chicks on the roof fell onto my daughter's face during the night.*"

d. The Tenants stated in relation to improvements that they had provided: "*Painting throughout. Tiling Bathroom. Filling cracks. Installation of electric shower. Repairing and repainting front door. Painting kitchen window. Replacement of worn-out kitchen tap. Repairing of toilet plumbing. Replacement of worn-out sink taps in bathroom. Repair and waterproofing of outdoor porch/shoe area. Fitting boiler insulation sleeve. Replacement and fitment of immersion boiler timer.*"

The Landlord

13. The Landlord made the following comments:

a. "*The proposed rent of £2,150 per month is supported by market evidence for comparable rural listed cottages in Sharpthorne, West Hoathly, Ashurst Wood, and Forest Row. Current listings for similar bedroom listed properties typically fall within the £2,000 - £2,500 per month range, depending on size, location, and heritage status. The proposed rent sits within this central market band*".

Determination and Valuation

14. 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.

15. The Tribunal notes that, notwithstanding the Landlord's comments referenced at 13(a) above relating to 3-bedroom properties, neither of the parties provided any instances of comparable evidence of lettings of 2-bedroom properties.

16. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,500.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.

17. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) No white goods
    b) Disrepair

    The full valuation is shown below:

Starting Rent			£ 1,500.00 pcm
Less			
a)	Items given under a) above	£ 50.00	
b)	Items given under b) above	£ 200.00	
Open-Market Rent			£ 1,250.00 pcm

Undue hardship

18. The new rent takes effect from the beginning of the first new period of the tenancy unless that would cause undue hardship to the Tenants. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date the Tribunal makes its determination.

19. The Tenants asked the Tribunal to fix a later starting date in this case. The Tenants say they would be caused undue hardship because the scale of the proposed increase was unaffordable on their incomes.

20. The Landlord commented that, while affordability is not a factor in determining the market rent under section 13, the Tenants might establish whether they were eligible for

financial assistance, including Universal Credit, Housing Benefit or Discretionary Housing Payments.

21. The Tenants produced no evidence in support of their application. On the basis of the evidence provided, the Tribunal is not satisfied that the increase taking effect from 7 June 2026 would cause undue hardship and therefore declines to fix a later starting date.

Decision

22. The Tribunal determines the open-market rent at £1,250.00 per calendar month with effect from 7 June 2026, being the beginning of the first new period of the tenancy following the date specified in the Landlord's notice.

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 after 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.