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|  | **FIRST - TIER TRIBUNAL**<br><br>**PROPERTY CHAMBER (RESIDENTIAL PROPERTY)** |
| **Case Reference** | **HAV/45UE/MRA/2026/0024** |
| **Property** | **19 Lewes Close, Crawley, West Sussex,**<br><br>**RH10 7BX** |
| **Tenant** | **Tomasz Jaworski and Beata Jaworska** |
| **Tenant's Representative** | |
| **Landlord** | **Bibi Pavlina and Mario Pavlina** |
| **Landlord's Address** | **5 Thorney Hedge Road, Ground floor Flat, London W4 5SB** |
| **Landlord's Representative** | |
| **Date of Application** | **26 June 2026** |
| **Type of Application** | **Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988** |
| **Tribunal Members** | **Tribunal Judge Bowden**<br><br>**Tribunal Member Simon Hodges FRICS** |
| **Date of Decision** | **06 October 2026** |
| **Rent Determined** | **£1,800 per calendar month** |
| **Date of Valuation** | **02 October 2026** |
| **Date the new rent takes effect** | **01 November 2026** |

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## REASONS FOR THE DECISION

### Background

1. On 16 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,900 in place of the existing rent of £1,650 per calendar month (pcm) to take effect from 01 September 2026.

2. On 26 June 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 01 November 2019 for a term of 12 months. The rental period is monthly. The tenancy 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.

8. The agreement stated that the property was let fully furnished and refers to a List of Furnishings. The List of Furnishings is not in the bundle. The Tenant says that the Landlord provided kitchen furniture, 3 beds, fridge, dryer, and a washing machine. However, when the washing machine broke, the Tenant purchased a replacement.

### Liability for Council Tax

9. 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

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

11. Some unusual terms are noted:

> 16. Tenant agrees to take good care of the furniture, carpets, draperies, appliances and other household goods, **and the personal effects of Landlord,** and further agrees that they will deliver up same to Landlord in good condition at the end of the term of this lease, normal wear and tear expected. Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink drain or toilets. Tenant agrees to pay the ENTIRE AMOUNT on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up. **If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.**
>
> 17. **Tenant shall repair or replace, at Tenant's expense**, all loss or damage to any of the listed furniture, carpets, draperies, appliances and other household goods, and **personal effects of Landlord**, whenever such damage or loss shall have resulted from Tenant's misuse, waste or neglect of said furnishings and personal effects of Landlord. **Resident warrants that he/she will meet above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits**.

## Hearing

12. The Tenants did not request a hearing. The Landlords did.

13. The Tribunal's overriding objective, set out in Rule 3 of The Tribunal Procedure (First-Tier Tribunal)(Property Chamber) Rules 2013, is to deal with cases fairly, justly and proportionately. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties. The Tribunal considers that the information and photographs are detailed enough to give the Tribunal a clear view of the condition of the property in relation to the determination of the rent.

## Inspection

14. There was no inspection. The Tenants indicated on Form MR1 that they did want an inspection. The Landlord did not provide substantiated reasons for an inspection in their Form MR2 and stated

that the matters in dispute are fully addressed in their attached annexes A-G.

15. The Tribunal's overriding objective, set out in Rule 3 of The Tribunal Procedure (First-Tier Tribunal)(Property Chamber) Rules 2013, is to deal with cases fairly, justly and proportionately. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties. The Tribunal considers that the photographs are of good enough quality to allow the Tribunal a clear view of the condition of the property in relation to the determination of the rent.

## The Property

16. The Property is located in Crawley and is situated in a suburban location and is described in the MR1 as a semi-detached house but in the tenancy agreement as an end-of-terrace house. The accommodation is as follows:

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| Property: | Is described by the Tenant as 3/4 rooms.<br>There is no floor plan |
| Outside: | Garden<br>Shed |
| Furniture and appliances: | The Landlord provided kitchen furniture, 3 beds, fridge, dryer, and a washing machine. However, when the washing machine broke, the Tenant purchased a replacement |
| Furnishings and flooring: | No description provided |
| Heating and thermal efficiency | No description provided |

17. The Tenants on the MR1 do not describe the indoor features; they set out their complaints regarding repair and maintenance issues.

## Improvements

18. Under the section 'Improvements and repairs; describe the improvements and repair work. The Tenants stated: "New roof( after few years of complaining) Gas leaking repaired after 3 weeks notice".

19. On reviewing the bundle and the text message exchange between the Tenant and the Landlord, the Tribunal is satisfied that the Landlord paid for the roof repairs.

a. On 12 January 2024: The Landlord says, "I paid 8500 pounds for a completely new roof..." and refers to having instructed roofers and chased them to remedy defects.

b. On 24 January 2024, the Landlord says, "The roofer is coming on Saturday."

c. On 2 February 2024, the Landlord says, "The roofer has been to fix the leak on the roof."

d. On 13 February 2024, the Landlord says scaffolding and a new roofer have been arranged to complete work that the original roofer had not done properly.

e. On 19 May 2024, the Landlord states that chimney work had started and should be completed the following week.

f. On 24 May 2024, the Landlord sends photographs and says: "Here are the pics of jobs completed on the chimney."

**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 2019 signed tenancy agreement

b. Photographs

c. WhatsApp messages between the Tenant and Landlord

22. The Tenant made the following comments:

a. They thought the open market rent should be £1,650.

b. The Tenant's principal case is that the property has been affected by longstanding disrepair throughout the tenancy and that the Landlord has repeatedly failed to address reported defects promptly. The Tenant relies heavily on extensive WhatsApp communications showing repeated reports of problems and requests for repairs.

c. The Tenant alleges:

    i. A long-running roof and chimney leak, resulting in water ingress into the kitchen and mould growth, which he says remained unresolved for years despite repeated reports.

    ii. A gas leak reported in June 2026 which, according to the Tenant, was ignored until the National Gas Emergency Service (SGN) attended, classified the installation as "Immediately Dangerous" and disconnected the supply.

    iii. A faulty living-room radiator, first reported in October 2025 and allegedly not repaired for many months.

    iv. An ongoing ant infestation which the Tenant says originated within the structure of the property rather than from housekeeping issues.

    v. Continued problems with the condition of the property, including water damage, decoration, loft storage occupied by the Landlord's belongings, draughts, and other maintenance issues.

d. The Tenant disputes the Landlord's assertion that £1,900 reflects market rent, arguing that the Landlord's comparables are superior properties with features such as garages, driveways or additional bathrooms.

e. The Tenant also maintains that:

    i. The Landlord failed to provide a satisfactory updated tenancy agreement.

    ii. The Landlord attempted to remove reference to a tenancy deposit.

    iii. The Landlord's communications regarding rent increases and tenancy arrangements were confusing and inconsistent.

    iv. Rent withholding became the only effective way of securing repairs, citing the roof works as an example.

    v. In essence, the Tenant's position is that the property suffers from significant defects, that repairs have historically been delayed, and that a rent of £1,900 pcm is

excessive when considered against the property's condition and available comparables.

23. In terms of rental evidence, the Tenant did not provide any comparables.

*The Landlord*

24. The Landlord made the following comments:

a. The proposed increase of the rent to £1,900 pcm reflects the property's current open market rental value and is justified by comparable evidence from the local area. The Landlord submits that the existing rent is below market level and that the proposed rent remains reasonable for a three-bedroom house in Crawley.

b. The Landlord disputes the Tenant's allegations of persistent disrepair and contends that reported issues have been investigated and addressed when brought to attention. The Landlord relies on WhatsApp communications to demonstrate ongoing engagement with the Tenant and efforts to arrange repairs, inspections and contractor attendance.

c. In relation to specific issues:

i. The Landlord accepts that repairs were required from time to time but maintains that works were arranged whenever defects were reported.

ii. Regarding the gas leak, the Landlord states that once aware of the issue, emergency contractors were instructed and remedial works were carried out promptly following attendance by the gas emergency service.

iii. Concerning the roof and chimney, the Landlord maintains that substantial expenditure was incurred on roofing works and that contractors were instructed to address leaks and associated defects.

iv. The Landlord contends that delays to repairs were sometimes caused or exacerbated by difficulties obtaining access to the property during normal working hours.

d. The Landlord disputes responsibility for certain issues, including the ant infestation, and maintains that some matters raised by the Tenant fall within the Tenant's own responsibilities.

e. Overall, the Landlord's position is that the property has been properly managed, that reasonable steps were taken to investigate and remedy reported defects.

25. The following comparables were provided by the Landlord, which showed similar properties to the Property with rents ranging from £1,850 to £2,600 pcm.

26. The Landlord's comparable properties are summarised below:

| **Property** | **Features** | **Evidence** | **Rent pcm** | **Treatment by the Tribunal** |
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| Subject property | 3/4 room<br>Semi<br>Garden<br>Parking | | £1,650 current<br>£1,650 Tenant position<br>£1,900 Landlord position | |
| a. Broomdoshers Road, Crawley RH10 | 3 bed 2 bath<br>Semi | Zoopla | £1,900 | Advertised with a utility room.<br>The Tribunal is limited by the fact there is no full description of the subject property. |
| b. Tennyson Close. Crawley RH10 | 3 bed ? bath<br>Semi | Zoopla | £2,095 | Advertise with a garage and near Three Bridges Station. Unfurnished.<br>The Tribunal is limited by the fact there is no full description of the subject property. |
| c. The Garrons, Pound Hill | 3 bed ? bath<br>Detached | Zoopla | £1.850 | Advertised with a conservatory and well presented.<br>The Tribunal is limited by the fact there is no full description of the subject property. |
| d. Burns Road, Crawley | 3 bed ? bath | Zoopla | £2,095 | Advertised as extended 3 bed.<br>The Tribunal is limited by the fact there is no full |

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| | | | | description of the subject property. |

## 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. The Tribunal carefully considered the comparable properties put forward by the Landlord.

29. Doing the best that it can where there is no full description of the property and no floor plan, but where there are photographs and some likely comparable properties provided by the parties, the Tribunal has determined the market rent based on the information it has and its own expertise and general knowledge of rental values in the area.

30. Although there may have been issues in the past the Tribunal has seen the photographs of the property provided by the parties and concludes that the property is in reasonable condition for letting. The Tribunal considers that the market rent of the property, having the furniture provided by the Landlord, would be £1,850 pcm.

31. The Tribunal notes that the tenancy agreement stated that the property is a 3-bedroom end-of-terrace house at 19 Lewes Close. There is no restriction, i.e. excluding the loft. The Tribunal also notes that the Agreement refers to the Landlord's personal effects being in the property and the Tenant having to take care of them and potentially replace them. The Tribunal is satisfied that the loft's unavailability, as shown in the photographs, and the requirement to house and care for the Landlord's personal effects would reduce the property's marketability.

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

    a. The lack of availability of the loft and the requirement to house and take care of the Landlord's personal effects

33. The full valuation is shown below:

| | | |
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| **Starting Rent** | | **£1,850 pcm** |
| Less | | |
| a) | Items given under 32a. above | £50pcm |
| | Subtotal | £50 pcm |
| **Market rent for the Property** | | **£1,800 pcm** |

**Undue hardship**

34. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.

35. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because: "I will have to find something else. This home is not in good condition".

36. The Tenant produced no evidence.

37. The Landlord responded with the following:

    a. The Tenant sublet a room

    b. There was no evidence to support hardship

38. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions.

39. In light of the lack of financial breakdown, the Tribunal cannot make a finding of financial hardship.

**Decision**

40. The Tribunal determines the new rent amount at £1,800 pcm with effect from 01 November 2026 as this is lower than the proposed rent of £1,900 pcm.

**Name:** Tribunal Judge Bowden **Date:** 02 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.