



**FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **CAM/42UD/MNR/2024/0637**

**Property** : **61 Nelson Road, Ipswich, IP4 4DU**

**Applicant Tenant** : **Sophia Sykes**

**Respondent Landlord** : **Adrian Sykes**

**Type of Application** : **Determination of a Market Rent  
sections 13 & 14 of the Housing Act  
1988**

**Tribunal** : **Judge Bernadette MacQueen,  
Mr Roland Thomas, MRICS**

**Date of Inspection** : **21 March 2025**

**Date of Decision** : **24 March 2025**

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**DECISION**

**The Tribunal determines a rent of £1,050 per calendar month with  
effect from 5 January 2025.**

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## **REASONS**

### **Background**

1. The Respondent Landlord served a notice dated 24 November 2024 under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200 per calendar month in place of the existing rent of £775 per calendar month to take effect from 5 January 2025.
2. The Applicant Tenant referred the Respondent Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The Tribunal made directions dated 17 December 2024. Parties were directed to complete a pro forma supplying details of the accommodation on a room-by room basis, the features of the Property (central heating, white goods, double glazing, carpets and curtains) and other property attributes and any further comments that they may wish the Tribunal to take into consideration. This could include any repairs and improvements that had been made, and any comments on the condition of the Property.
4. The Tribunal confirmed that it would make its decision based on the written representations from both parties unless either party requested a hearing. The Tribunal also stated that it would wish to inspect the Property.
5. The parties returned the pro forma forms to the Tribunal and neither party requested a hearing. The Tribunal therefore determined this matter on the written representations received and from its inspection of the Property.

### **The Tenancy**

6. The Tribunal was not provided with a copy of a tenancy agreement. There was no dispute that the Respondent Landlord had served a notice

under section 13(2) Housing Act 1988 and that the Tribunal could determine the market rent accordingly. Section 11 of the Landlord and Tenant Act 1985 applies in respect of landlord's repairing obligations.

### **Inspection**

7. The Tribunal completed an inspection of the Property accompanied by both parties. At the outset of the inspection the Tribunal explained that the attendees were welcome to indicate areas that they wished the Tribunal to view but that the Tribunal would not take any evidence during the inspection nor have regard to any comment made at the inspection.
8. The Property was a semi-detached Property which comprised a living room, kitchen, corridor area with cupboards, three bedrooms (one double, one small double and a single room), a downstairs toilet, and upstairs bathroom. The Property also had a garden to the rear and off street parking to the front. There was also a garage; however, as set out below, the Tribunal did not include this in its valuation given that the Respondent Landlord confirmed in his reply form that this was not available to the Applicant Tenant.
9. The Property had UPVC double glazing and central heating provided by the Respondent Landlord. The front and back doors to the Property were made of wood and were in need of repainting.
10. The kitchen had an oven and hob provided by the Respondent Landlord. The Applicant Tenant had provided the washing machine, dishwasher and fridge freezer, however the Respondent Landlord stated in his written evidence that it was his view that the Applicant Tenant had unilaterally decided to remove the white goods provided at the Property.

11. In the single bedroom some of the padded ceiling tiles had fallen away. Some of the tiles were taped together but this was a very crude and temporary repair.
12. The Property was tired in appearance, and this was particularly true of the kitchen. There appeared to have been a leak from the bath/shower as there was a discoloured patch on the ceiling of the downstairs corridor room. Additionally, the area around the bath did not appear to be sealed effectively.

### **Evidence**

13. The Tribunal considered the written submissions provided by the Applicant Tenant and the Respondent Landlord.

### **Applicant Tenant's Written Representations**

14. The Applicant Tenant stated that she had informed the Respondent Landlord that the ceiling in the single bedroom was damaged and as a result of this, her 10 year old daughter could no longer use the room and had to share a bedroom with her 15 year old son.

### **Respondent Landlord's Representations**

15. The Respondent Landlord said that the cost of living and the mortgage for the Property continued to rise and therefore the rent needed to increase.
16. Regarding the problem with the ceiling, the Respondent Landlord stated that he had not been able to complete a repair yet.

17. The Respondent Landlord stated in his written evidence that a discount to the rent of approximately £50 had been applied before the Applicant Tenant had moved into the Property because she was not able to use the garage. In the reply form, the Respondent Landlord confirmed that the Applicant Tenant did not have use of the garage.
18. The Respondent Landlord provided comparables that he wished the Tribunal to consider. These comparables were a 3 bedroom property with 1 bathroom and 2 reception rooms in postcode area IP2 which had an asking rent of £1,150 per calendar month. Additionally, there was a 3 bedroom property with one bathroom at IP4 with an asking rent of £1,200. Further, the Landlord provided details of two properties, both with 2 bedrooms. However, one had a postcode of CO11, which appeared to be over 10 miles from the Property, with an asking rent of £1,250. The other Property was at IP3 with an asking rent of £1,125.

### **The Law**

19. By virtue of section 14(1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic tenancy-
  - (a) 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 rent) are the same as those of the subject tenancy
20. By virtue of section 14(2) Housing Act 1988 in making a determination the Tribunal shall disregard –
  - (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
- (c) any reduction in the value of the dwelling-house due to the failure of the tenant to comply with any terms of the subject tenancy.

## **Determination and Valuation**

- 21. Given that, in the reply form completed by the Respondent Landlord, he stated that the Applicant Tenant did not have use of the garage, the Tribunal has made this determination excluding the garage.
- 22. In terms of comparable evidence, the Tribunal considered a 3 bedroom terraced property within IP4 with an asking price of £1,100 per calendar month. Additionally, it considered two further properties within IP4, namely a 3 bedroom property with 2 bathrooms with an asking rent of £1,350, and a 3 bedroom semi-detached property with 1 bathroom with an asking rent of £1,050. The Tribunal also considered the comparables provided by the Respondent Landlord, the most relevant being the property with an asking rent of £1,200 per calendar month for a 3 bedroom and 1 bathroom property within the same postcode as the Property.
- 23. Using the comparable evidence and the Tribunal's own expert knowledge of rental values in the area, the Tribunal considered that the open market rent for the Property in good tenantable condition would be in the region of £1,200 per calendar month.
- 24. Having inspected the Property, the Tribunal then adjusted this to £1,050 per calendar month to reflect that the Property was not to the standard that would be expected from a modern tenancy. In particular, the

kitchen was dated, the ceiling in the single bedroom was damaged and the condition of the Property was tired.

## **Decision**

25. The Tribunal therefore determines that the rent at which the Property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy is £1,200 per calendar month.
26. The Tribunal directed the new rent of £1,050 per calendar month to take effect from 5 January 2025.

**Judge Bernadette MacQueen**

**Date 24 March 2025**

## **APPEAL PROVISIONS**

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking. **Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.**

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).