



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

Case Reference : **CAM/00JA/MNR/2025/0627**

Property : **42 Bakers Lane
Woodston
Peterborough
PE2 9QW**

Applicant Tenant : **Mr C Archer and Ms P Dudley**

Representative : **None**

Respondent Landlord : **Mr D Curtis**

Representative : **Brookdale Property Management Ltd**

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

Tribunal Members : **Mr I R Perry FRICS**

Date of Inspection : **None, determined on the papers**

Date of Decision : **23rd May 2025**

DECISION

Summary of Decision

1. On 23rd May 2025 the Tribunal determined a market rent of £775 per month to take effect from 4th March 2025.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenants pursuant to sections 13 and 14 Housing Act 1988.
3. On 13th January 2025 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £850 per month, in place of the existing rent of £725 per month, to take effect from 4th March 2025. The notice complied with the legal requirements.
4. On 20th February 2025 the Tenants applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 27th February 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. The parties submitted papers and some videos setting out their respective cases.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 23rd May 2025 based on the representations received.
9. These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-

- (a) which is a periodic tenancy 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 the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded-
 - (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 carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-
 - (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
 - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

The Property

10. From the information given in the papers and available on the internet, the property comprises a modern semi-detached house situated within a development of mixed residential property about 1 mile southwest of the centre of Peterborough.
11. The house is built of brick elevations beneath a tiled roof with accommodation comprising a Canopy Porch, Living Room, Kitchen, 2 Bedrooms and a Bathroom with WC. There are gardens to front and rear and an attached garage.
12. The Energy Performance Rating for the property is 'D'.

Submissions

13. The initial tenancy began on 4th February 2022 at a rent of £700 per month. New tenancy agreements have been made between the parties including 4th August 2022 when the rent was increased to £725 per month and most recently on 4th February 2024 at a rent of £725 per month.
14. The property has double-glazed windows and gas-fired central heating. Carpets and curtains are provided although upstairs curtains are said to be provided by the Tenants.
15. The Tribunal was provided with a Home Inspection Report of some 36 pages dated 3rd October 2022. This is an advisory document produced by Peterborough City Council.
16. The Tribunal was also provided with a Video Inventory from the start of the tenancy and later videos showing the present condition of the property including the new vinyl floor to the kitchen provided by the Tenants and new stair carpet.
17. Several emails were provided which reflect the relationship and negotiation between the Parties rather than the condition of the property.
18. The Tenants provided the Tribunal with a room-by-room schedule of condition with numerous photographs showing the condition of the property. This list includes problems with black mould growth and 'blown' glazing units.
19. The Tenants also provide a list of repairs they have undertaken during their tenancy, and have also replaced the vinyl flooring in the Kitchen.
20. The Tribunal was provided with a list of comparable properties with rents ranging from £775 to £995 per month.
21. The Tenants state that the adjoining property, 41 Bakers Lane, has recently been let at £850 per month following a renovation including a new bathroom and kitchen.

Consideration and Valuation

22. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers, videos and photographs provided with no oral hearing. Having read and considered the papers it decided that it could do so.

23. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Parties are not relevant to this issue.
24. Having carefully considered the representations from the parties the Tribunal concluded that whilst there are no major repair issues the accommodation has been subject to fair wear and tear and might reasonably be described as 'tired' in some areas.
25. Having considered the evidence provided by the parties and using its own judgement and knowledge of rental values in Peterborough, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £850 per month.
26. However, the property is not in such condition to command such a rent and the rent of £850 per month needs to be adjusted to reflect this. The Tribunal is required to discount any improvements made by Tenants but is not required to adjust the rent for repairs effected by the Tenants.
27. Accordingly, the Tribunal determines that the full market rent should be adjusted by £75 per month to reflect the general wear and tear and wants of repair evidenced by the submissions, videos and photographs provided.
28. The Tenants made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenants undue hardship.

Determination

29. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy in its present condition is £775 per month.
30. The Tribunal directed that the new rent of £775 per month should take effect from 4th March 2025, this being the date specified in the notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for

an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

First-tier Tribunal – Property Chamber

File Ref No.

CAM/00JA/MNR/2025/0627

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

42 Bakers Lane
Woodston
Peterborough
PE2 9QW

The Tribunal members were

I R Perry FRICS

Landlord

Mr D Curtis

Address

1144 Lincoln Road
Walton
Peterborough
PE4 6BP

Tenant

Mr C Archer and Ms P Dudley

1. The rent is: £ 775

Per

Month

(excluding water rates and council tax
but including any amounts in paras 3)

2. The date the decision takes effect is:

4th March 2025

*3. The amount included for services is/is
negligible/not applicable

n/a

Per

n/a

*4. Service charges are not included

5. Date assured tenancy commenced

4th February 2022

6. Length of the term or rental period

Monthly

7. Allocation of liability for repairs

Landlord

8. Furniture provided by landlord or superior landlord

9. Description of premises

Modern 2-bedroom semi-detached house

Chairman

I R Perry FRICS

Date of Decision

23rd May 2025