



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

Case Reference : **CAM/33UC/MNR/2025/0718
P:PAPERREMOTE**

Property : **15A St Andrew's Way Blofield Norfolk
NR13 4LA**

Tenant : **Miss Kirri Thompson**

Landlord : **Mr Mark Page & Mrs Sue Page**

Date of Application : **28 July 2025**

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

Tribunal : **Mrs E Flint FRICS**

Date of Hearing : **1 October 2025
remote on the papers**

DECISION

The Tribunal determines a rent of £945 per calendar month with effect from 1 October 2025.

REASONS

Background

1. On 26 June 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £945 per month in place of the existing rent of £895 per month to take effect from 1 September 2025.
2. On 28 July 2025, 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.

Inspection

3. I did not inspect the property because no one requested an inspection, photographs were provided by the landlord. I was of the opinion that an inspection was not necessary in view of the information provided by the landlord. In accordance with the Directions issued on 29 July 2025 I viewed the locality on streetview.

Evidence

6. The landlord stated that the accommodation comprised a living room, three bedrooms, kitchen and bathroom/wc. The bungalow is centrally heated and double glazed, the landlord had provided the carpets and a cooker. The landlord's agents provided a copy of the inspection which had been carried out on 25 February 2025. The report included thumbnail photographs of the interior and the rear garden. The property was described as in good condition.
7. The agents referred to the asking rents of five three bedroomed bungalows: three in Blofield at asking rents of £1100 - £1200 per month, a chalet bungalow in Hemblington available at £1400 per month and a bungalow in Brundell for £1100 per month.
8. The tenant stated that there were two bedrooms, the small study was being used as a third bedroom, there was an ensuite plus a family bathroom. The tenant confirmed that the landlord had provided the carpets and washing machine, she noted that the cooker was built in.
9. The tenant considered the increase was disproportionate. The Local Housing Allowance was capped at £800 per month. As a single mother with two children the proposed rent would take up almost half of her income which she explained was not sustainable as it was so soon after the previous increase.

Determination and Valuation

11. I have relied on the market evidence provided by the landlord and my own general knowledge of rents in Blofield and surrounding villages. I am of the opinion that the open market rent of the property was £945 per month.

Decision

12. I therefore determined that 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 was £945 per month.

13. I direct the new rent of £945 per month to take effect on 1 October 2025 as to backdate the rent even by one month would cause the tenant undue hardship.

Chairman: E Flint

Date: 1 October 2025

ANNEX - RIGHTS OF APPEAL

- I. 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>
- II. 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.
- III. 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.
- IV. 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.

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 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 of the dwelling-house concerned or are payable under separate agreements....

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

First-tier Tribunal – Property Chamber

**CAM/33/UC/MNR/2025/
0718**

**Notice of the Tribunal Decision and
Register of Rents under Assured Periodic Tenancies
(Section 14 Determination or Section 22 Determination)**

Housing Act 1988 Section 14

Address of Premises The Tribunal members were

**15A St Andrew's way
Blofield Norfolk NR13 4LA**

Mrs E Flint FRICS

Landlord

Mr Mark Page and Mrs Sue Page

Address

**c/o Gibson Bailey Lettings
32-34 Prince of Wales Road Norwich Norfolk
NR1 1LG**

Tenant

Miss Kirri Thompson

**1. The rent
is:**

945

Per

month

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

2. The date the decision takes effect is:

1 October 2025

***3. The amount included for services
is**

not applicable

Per

***4. Service charges are variable and are not included**

5. Date assured tenancy commenced

1 December 2022

6. Length of the term or rental period

monthly

7. Allocation of liability for repairs

As per agreement

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

Bungalow comprising living room, two bedrooms, study, kitchen and bathroom/wc.

Chairman

E Flint

**Date of
Decision**

**30 September
2025**