



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference : **CAM/00JA/F77/2025/0023**

HMCTS code : **P:PAPERREMOTE**

Property : **106 West Street, Kings Cliffe,
Peterborough, PE8 6XA**

Applicant (Landlord) : **M Wager**

Respondent (Tenant) : **Mr and Mrs Giddings**

Type of application : **Determination of a fair rent under
section 70 of the Rent Act 1977**

Tribunal members : **Peter Roberts FRICS CEnv**

Date of Determination : **12 November 2025**

DECISION

Description of hearing

This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a paper determination described above as P:PAPERREMOTE. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

Decision

The Tribunal determined a Fair Rent of £657 per month effective from 12 November 2025.

Reasons

Background

1. The Landlord made an application dated 24 April 2024 to register the rent of the Property at £675 per month. This was stated to be exclusive of any variable Service Charge.
2. The Rent Officer registered a Fair Rent of £590 on 16 June 2025 effective from the same day. This was in lieu of the previous registered rent of £470 per month which was registered on 12 July 2018 and effective from the same date.
3. The Landlord submitted an objection on 3 July 2025.
4. The Tribunal issued Directions inviting the parties to submit any further representations (including any photographs and details of rentals for comparable properties) they wished the Tribunal to consider.

The Property

5. The Tribunal inspected the Property on 22 September 2025 accompanied by both the Landlord and the Tenant. Whilst entry to the Landlord was denied by the Tenant it was agreed that the Tribunal could inspect and share its findings with the Landlord in front of the Tenant at the front door.
6. The Property comprises a mid-terraced period two-storey cottage of brick and slate construction providing two bedrooms, a bathroom, kitchen, and lounge.
7. The Property benefits from a mix of timber and UPVC double-glazing. There are also hot water radiators in the lounge and second bedroom which are coal fired as fitted by the Landlord. However, there is no fixed heating in the remainder of the Property.
8. The Tenants knocked out and replaced the lounge fireplace and have supplied floor coverings and curtains. In addition, the Tenants fully fitted the kitchen (including White Goods) and bathroom units and have decorated throughout.
9. There is no private car parking but there is a small garden and shared bin area to the rear.
10. The Tribunal is aware that the current EPC Register entry is G. This is despite the installation of double glazing but reflects the absence of insulation to the Property and poor standard of heating.
11. In this regard, prospective tenants would expect the Property to be modernised and improved notwithstanding that it has been well maintained by the Tenants.

The Law

12. The relevant law is set out in section 70 of the Rent Act 1977 (the Act) and The Rent Acts (Maximum Fair Rent) Order 1999 (the Order).
13. Section 70 (1) of The Act provides that in assessing the rent:

“regard shall be had to all the circumstances (other than personal circumstances) and in particular to—

 - i. the age, character, locality and state of repair of the dwelling-house,*
 - ii. if any furniture is provided for use under the tenancy, the quantity, quality and condition of the furniture and*
 - iii. any premium, or sum in the nature of a premium, which has been or may be lawfully required or received on the grant, renewal, continuance or assignment of the tenancy.”*
14. Section 70 (3) of the Act provides that:

“...there shall be disregarded.

 - i. any disrepair or other defect attributable to a failure by the tenant under the regulated tenancy or any predecessor in title of his to comply with any terms thereof.*
 - ii. any improvement carried out, otherwise than in pursuance of the terms of the tenancy, by the tenant under the regulated tenancy or any predecessor in title of his*
 - iii. if any furniture is provided for use under the regulated tenancy, any improvement to the furniture by the tenant under the regulated tenancy or any predecessor in title of his or, as the case may be, any deterioration in the condition of the furniture due to any ill-treatment by the tenant, any person residing or lodging with him, or any sub-tenant of his.”*
15. In addition, section 70 (2) of The Act requires the Tribunal to assume:

“that the number of persons seeking to become tenants of similar dwelling-houses in the locality on the terms (other than those relating to rent) of the regulated tenancy is not substantially greater than the number of such dwelling-houses in the locality which are available for letting on such terms.”
16. This latter provision requires the Tribunal to assume that the demand for similar rented properties in the locality does not significantly exceed the supply of such properties for rent; in effect, if such scarcity exists, the Tribunal is to adjust the rental figure so that the fair rent is not affected by it.

17. In *Spath Holme Ltd v Chairman of the Greater Manchester etc. Committee* (1995) 28 HLR 107 and *Curtis v London Rent Assessment Committee* [1999] QB 92 the Court of Appeal emphasised:

(a) *“that ordinarily a fair rent is the market rent for the property discounted for ‘scarcity’ (i.e. that element, if any, of the market rent, that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms – other than as to rent- to that of the regulated tenancy) and*

(b) *that for the purposes of determining the market rent, assured tenancy (market) rents are usually appropriate comparables. (These rents may have to be adjusted where necessary to reflect any relevant differences between those comparables and the subject property).”*

18. In considering scarcity under section 70 (2) the Tribunal recognised that:

(a) *“there are considerable variations in the level of scarcity in different parts of the country and that there is no general guidance or “rule of thumb” to indicate what adjustment should be made; the Tribunal therefore considers the case on its merits.*

(b) *terms relating to rent are to be excluded. A lack of demand at a particular rent is not necessarily evidence of no scarcity; it may be evidence that the prospective tenants are not prepared to pay that particular rent.”*

19. Section 71 (1) of the Act provides that the registration of the rent takes effect from the date that the Tribunal makes its decision.

20. Fair rents are subject to a capping procedure under the Rent Acts (Maximum Fair Rent) Order 1999 which limits increases by a formula based on the increase in the Retail Price Index since the previous registration.

21. Section 72 (1) (b) of the Act provides that the registration of a rent takes effect:

“...if the rent is determined by the appropriate tribunal, from the date when the tribunal make their decision”

Representations – Tenant

22. The Tenant did not submit any written representations.

Representations –Landlord

23. The Landlord Stated in his objection dated 3 July 2025 that:

“We initially proposed a rent of £675 per calendar month, consistent with the Section 13 notice served in 2024. This amount reflects a reasonable and incremental increase over previous years, which the tenants had historically accepted without dispute – including the £595 pcm rate paid since 2023. The objection to the latest increase was based solely on procedural grounds, not

the fairness of the figure itself. This application now seeks to reinstate that fair and sustainable amount...

...The 2018 registered rent of £470 has become outdated in the context of inflation, increased costs, and ongoing maintenance. In recent years, both parties had allowed the rent to evolve naturally. However, the tribunal decision has now artificially suppressed the rent- undermining what had been a functional and mutually agreed arrangement”

24. The Landlord also set out works of maintenance as summarised below:
 - a. Roof repointing, gutter/downpipe replacement and repairs
 - b. Garden fencing installation
 - c. Electrical upgrades, fittings and safety compliance
 - d. Planning application in respect of windows replacement
 - e. Council application for roof/windows
 - f. Collyweston slate repointing and minor structural repairs.
25. The Landlord provided copies of invoices in respect of each item.
26. In addition, the Landlord stated:
 - a. *“The rent proposed is well below open market levels*
 - b. *It reflects a long-standing tenancy and previously accepted figures*
 - c. *It accounts for material improvements and inflation since 2018*
 - d. *Comparable fair rents support the figure requested. For example, 112 West Street, just two doors away, was recently assessed at £715, using the RPI-based formula outlined in the Rent Acts (Maximum Fari Rent) Order 1999.*
 - e. *The application does not seek to profit at the tenants’ expense, but to restore a sustainable and equitable arrangement. The proposed £675 is modest by market standards. It simply reflects common sense and the reality of maintaining a property in the current economic climate.”*
27. The Tribunal noted that the Landlord included copies of letters dated 7 April 2021 seeking to increase the rent to £500 per month with effect from 1 July 2021, a letter dated 1 August 2022 seeking to increase the rent to £550 per month with effect from 1 September 2022 and a further letter dated 1 October 2023 seeking to increase the rent to £595 per month with effect from 1 December 2023.
28. The Landlord provided examples of properties on the market that it considered comparable to the Property.

Determination

29. It is important to stress from the outset that the Tenants occupy the Property by virtue of a tenancy pursuant to the Rent Act 1977. The provisions of the Housing Act 1988 do not apply in this instance. The Tribunal makes this point as it would appear that there is confusion as to the applicable statutory provisions.
30. For clarity, the Landlord can only lawfully amend the rent paid by the Tenants by submitting an Application for Registration of Fair Rent in accordance with the Rent Act 1977. The provisions of the Housing Act 1988, as previously relied upon by the Landlord, are irrelevant.
31. In this context, a rent of £470 per month was registered on 11 October 2018 and there is no evidence any Application for Registration of Fair Rent being made after 11 October 2018 prior to this recent application dated 24 April 2025.
32. In the absence of any such application, registration by the Rent Officer or Determination by this Tribunal in accordance with the Rent Act 1977, the registered rent, and therefore the maximum rent payable, remained at £470 per month irrespective of what the Tenant and Landlord may have agreed between themselves.
33. The Tribunal has reviewed its previous Decision dated 6 January 2025 ref: CAM/00JH/MNR/2024/0612 as referred to by the Landlord and notes that it related to a Notice served by the Landlord pursuant to section 13 of the Housing Act 1988. It is now apparent that the Landlord did not, in fact, have any legal grounds or status to serve a section 13 Notice as the Housing Act 1988 does not have any relevance or application to a Registered Rent. As such, that Tribunal's Decision is of no effect and the Registered Rent, for which the Tenant is liable, remained at £470 per month irrespective of that Decision.
34. In summary, the Tenants' liability to rent was capped by the Registered Rent of £470 per month, the Rent Officer increased the Registered Rent from £470 to £590 per month with effect from 16 June 2025 and the purpose of this reference to the Tribunal is to address the appeal the Rent Officer's decision.
35. In this regard, the Registered Rent is either the Fair Rent assessed in accordance with the Rent Act 1977 or the Capped Rent (as calculated in accordance with the statutory provisions set out above) whichever is the lower.
36. In assessing the Fair Rent the Tribunal is unable to consider the personal circumstances of the Parties. As such, the assessment of rent has no regard to the personal, financial or health circumstances of either party both of whom are considered to be hypothetical. The Tribunal has therefore had regard to hypothetical, willing parties in the open market.
37. Having determined that the parties to the assumed transaction are hypothetical, the next step, as set out in the Spath case as referred to above, is to determine the rent which a landlord could reasonably expect to obtain for the

Property in the open market if it were let today in the condition and on the terms now usual for open market lettings.

38. The rent currently paid and/or registered is not relevant to this exercise. As such, the Tribunal has not relied upon the previous rent in any way and has disregarded historic evidence/determinations.
39. It is also not relevant whether or not the Landlord considers that the rent paid is sufficient to fund its liabilities and/or repair obligations. The cost to the Landlord of putting the Property into a suitable state and complying with its obligations is not a matter for consideration in determining the rent payable.
40. The Tribunal has reviewed the evidence of asking rents as provided by the Landlord. In addition, the Tribunal has also had regard to its own knowledge and experience and concluded that the Property would, if fully redecorated, modernised and refurbished with modern kitchen and bathroom facilities, together with compliant levels of insulation and heating attract a rent in the region of £1,10 per month.
41. However, this is before account is taken of the condition of the Property and the need to disregard the Tenant's improvements. The Tribunal has therefore made deductions to account for the Tenants' improvements comprising the kitchen, bathroom. Carpets, curtains and White Goods together with an allowance to account for the Tenants taking responsibility for the decoration of the Property and the lack of insulation. Taken together, these deductions total 33% resulting in an adjusted rent of £730 per month.
42. The Tribunal also considers that there is a scarcity of supply of similar properties in the general location at the present time as evidenced by the lack of availability of any similar property in the general locality and has applied a scarcity allowance of 10% on this occasion.
43. Having fully considered all matters relevant to this case, the Tribunal therefore considers the Fair Rent to be £657 per month.
44. The provisions of the Rent Acts (Maximum Fair Rent) Order 1999 require that the registered rent is either the capped Fair Rent, details of which are attached to this Decision, or the Fair Rent.
45. As set out above, the capped rent is determined by a formula that has regard to the increase in the Retail Price Index since the date of the last rent registration.
46. The Tribunal notes that the previous rent detailed on the Rent Register was £470 per month effective from 11 October 2018. The calculated capped net rent as at the date of this Determination is therefore £694.50 per month.
47. The Fair Rent is below the Capped Net Rent. Therefore, the **Fair Rent of £657 per month applies**. The Tribunal also directs that the revised Rent takes effect from the date of this Determination.

Name: Peter Roberts FRICS CEnv

Date: 12 November 2025

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 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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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.

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

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