

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/42UD/MNR/2026/0048
Property	Flat 5, Rosewarne Villas, 86 Berners Street, Ipswich, Suffolk, IP1 3LU
Tenant	Juliet Ann Groves
Tenant's Representative	Nick Groves
Landlord	Habodel 8 Limited
Landlord's Address	Habodel House, Hayfield Business Park, Hayfield Lane, Auckley, Doncaster, DN9 3FL
Landlord's Representative	N/A
Date of Application	31 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge A Arul Dr Janet Wilcox FRICS
Date of Decision	29 May 2026
Rent Determined	£618.75 per calendar month
Date the new rent takes effect	1 April 2026

REASONS FOR THE DECISION

Background

1. On 13 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £700 per calendar month (pcm) in place of the existing rent of £512 pcm to take effect from 1 April 2026.
2. On 31 March 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 assured tenancy commenced on 1 September 1990. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. None.

Liability for Council Tax

6. The Tenant is 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.

7. None.

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a first floor flat offering the following accommodation:

1 bedroom, 1 living room, 1 kitchen, 1 bathroom.

Outside: no amenities.

The Property is situated in the North of the town centre of Ipswich within close proximity of the amenities therein.

Evidence

10. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

11. The Tenant made the following comments. They made a number of assertions about the condition of the Property. In summary it was asserted that the Property is in a dated and worn condition and particular points of note were: the windows were in poor condition with draughts and inadequate insulation leading to heat loss and reduced comfort; the bathroom was described as obsolete; the kitchen units were worn; and the carpets has aged throughout the Property. There was also a suggestion of historic damp and ongoing issues concerning ventilation and poor insulation. The Tribunal was referred to a number of photographs demonstrating the points made.
12. In relation to rental evidence, the Tenant provided a number of comparables for example; £650 pcm in Chevallier Street, Ipswich which was a flat with 1 bedroom and 1 bathroom; £680 pcm in Withipoll Street, Ipswich which was a flat; £700 pcm in Quill Court, Elm Street, Ipswich which was a 1 bedroom and 1 bathroom flat. The Tenant contended for a market rent of £575 pcm of which their comparables were higher but argued that the condition of the Property justified a lower rent.

The Landlord.

13. In relation to the allegations concerning condition, the Landlord offered no response. In relation to rental evidence, the Landlord provided a document entitled Best Price Guide which contained a number of short particulars of properties. This included: a 1 bedroom flat in Henley Road, Ipswich at £795 pcm; a 1 bedroom flat in St Matthew's Street, Ipswich at £750 pcm; a 1 bedroom flat in Oban Street in Ipswich at £725 pcm. The Landlord contended that £700 pcm was therefore reasonable having regard to market rental prices.

Determination and Valuation

14. The Tribunal considered the evidence of condition. In relation to the windows, these appeared to be single glazed from a single photograph that the Tribunal was able to view but there was no evidence of the others. It is likely that they are the original sash windows and certainly not modern double-glazed windows. The Tribunal noted cracked mastic in the example photograph given. It is insufficient to say whether the windows are in poor condition or causing heat loss however the Tribunal accepted that the windows are dated. In relation to the bathroom, it appears that the bath is being used, the photograph showed water in the tub. There is no evidence that the Landlord has agreed that this requires replacing as contended by the Tenant. The Tribunal accepts that the bathroom appears to be dated in terms of fittings. In relation to the kitchen, the Tribunal noted that there was a broken drawer and a row of tiles missing. In the Tribunal's view there is a need for minor repair and adjustment of, for example, door hinges and a drawer front. The kitchen overall is very dated but does not necessarily need to be replaced. In relation to the carpets, one of the photographs supplied by the Tenant shows a hole in one of the carpets and, further, the stair carpets appear to be worn. There is considerable wear and tear overall. The photographs supplied by the Tenant showed a general state of poor repair in the Property, for example, there was duct tape in the fireplace, the purpose of which was unclear. There was also some evidence of damp in the Property, for example, a blotch on a wall and behind the radiator. The evidence is insufficient for us to make any substantive comment to the causes of this. There were no signs of condensation and therefore, whilst the Tribunal accepted that the Property is in generally tired condition, it cannot say without further evidence if there is any more significant disrepair.
15. In the application the Tenant also refers to the tenancy being a long-term tenancy and long-standing; therefore, it is said, giving a higher level of security. The Tribunal does not consider that this materially impacts on market rent given that the tenancy will be periodic and all assured tenancies predating 1 May 2026 which have continued will now be regarded as being in the same category. We also noted that there were details given of a sale price and the Tenant asserted that the sale price was lower to reflect the poor condition. Notwithstanding the findings made above as to the condition, there is insufficient information as to whether the condition of the Property to determine whether the sale price is suppressed and, if so, whether this has influenced rental value.
16. In relation to the Tenant's comparables, these were of limited assistance. The screenshots provided insufficient information about the properties. For example, the first comparable had a much smaller kitchen compared to the subject Property. The second comparable appeared to be a first floor flat and appeared to be much more modern. The range was £650 - £700 pcm. The Tribunal accepted that all of these comparables appeared to be in better condition than the Property even from the limited photographs available.

17. In relation to the Landlord's comparables, these were generally higher in value however all properties shown were in better condition and some had parking which the Tribunal considered would add value particularly given the close proximity to the town centre.
18. Having regard to the size and location of the Property and relying on its own expert, general knowledge of rental values in the area, and the comparables provided by both parties, the Tribunal considers that the market rental of the subject Property were it to be modernised and in good order would be in the region of £750 pcm. This is the rent we would expect the Property to be let for in the open market if it was in the same general condition as the comparable properties. We find that there should be in the order of a 15 to 20% reduction in value to reflect the condition, taking the middle of this at 17.5%. This leaves a market rent at the current time of £618.75.

Market rent

£618.75 pcm

Undue hardship

19. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 the date a Tribunal makes its determination.
20. The Tenant has asked the Tribunal to fix a later starting date in this case. They say that they will otherwise be caused undue hardship because they are in poor health and receive disability related support. They say that a substantial increase in rent would cause significant financial and personal stress and the uncertainty over the condition of the Property and proposed works further contributes to this. There was no evidence supplied in relation to the Tenant's financial circumstances or health situation.
21. The Landlord did not respond to the Tenant's application for postponement due to hardship.
22. In the Tribunal's view, none of the matters which the Tenant has raised constitute undue hardship. Inevitably an increase in rent will not be desirable by any Tenant however there is no evidence that this would cause undue hardship in terms of the Tenant's ability to pay the increased rent. There was insufficient evidence of their health condition/s and how these might affect their ability to pay rent. The Tribunal does not consider that the prospect of future work on the Property amounts to hardship or impacts on the ability to pay rent.

23. As a result of the Tribunal's decision, the rent will increase by £106.75 pcm. The date specified in the Landlord's notice was 1 April 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 1 April 2026.

Decision

24. Therefore, the Tribunal determines the market rent at £618.75 per calendar month with effect from 1 April 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.