

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/42UJ/MNR/2026/0052
Property	71 Fountain Road, Rendlesham, Woodbridge, IP12 2UF
Tenant	Kerri Barker and Trevor Barker
Tenant's Representative	
Landlord	Estuary Housing Association
Landlord's Address	Centre Place, Prospect Close, Southend-on-Sea, SS1 2JD
Landlord's Representative	
Date of Application	20 March 2026
Type of Application	Determination of a market rent under sections 13 and 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Dr Jan Wilcox
Date of Decision	10 June 2026
Rent Determined	£981 per calendar month
Date the new rent takes effect	01 April 2026

REASONS FOR THE DECISION

Background

1. On 24 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £981 per calendar month (pcm) in place of the existing rent of £880 pcm to take effect from 01 April 2026.
2. On 20 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 01 October 2005 for a term of 12 months. The rental period is monthly.

Allocation of liability for repairs

4. The Tribunal has proceeded on the basis that the usual repairing obligations under section 11 of the Landlord and Tenant Act 1985 apply. No specific adjustment to the market rent is required in respect of repairing obligations.

Furniture and services, including the provision of any furniture by the Landlord and the provision of carpets, curtains and white goods, and the cost thereof

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 which the Tribunal considers relevant

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 three-bedroom semi-detached house. It comprises a living/dining room, a kitchen, three bedrooms (one with en-suite facilities), a family bathroom, a downstairs WC, together with a rear garden and driveway.

Evidence

The Tenants

10. The Tenants provided photographs of the Property but no rental comparators. They raised concerns regarding the condition of the Property, including issues of disrepair and mould, but provided no evidence in support of those issues. The Tenants also stated that they had fitted a new kitchen but again provided no evidence in support. Those matters have been considered insofar as they may affect rental value.

The Landlord

11. The Landlord did not reply to the application and provided no evidence.

Determination and Valuation

12. The Tribunal is required to determine the rent at which the Property might reasonably be expected to be let in the open market by a willing landlord, in accordance with section 14 of the Housing Act 1988. The determination is made on the statutory assumptions in section 14, including that the tenancy is a periodic tenancy with the same rental periods and on the same terms, save as to the amount of rent.
13. No comparable lettings evidence was provided by either party. The Tribunal has therefore determined the rent by reference to the material before it, including the description and photographs of the Property, the terms of the tenancy, the statutory assumptions and disregards in section 14, and its own knowledge and specialist expertise, including the professional expertise of its valuer member.
14. The Tribunal has considered the characteristics of the Property, including its size, accommodation and amenities, together with the photographic evidence. The Property is a three-bedroom semi-detached house with a living/dining

room, kitchen, three bedrooms, one en-suite, a family bathroom, a downstairs WC, rear garden and driveway.

15. The Tribunal has considered the Tenants' assertions concerning mould and disrepair. However, no independent evidence, inspection report, repair correspondence, photographs clearly evidencing mould, or other supporting material was provided from which the Tribunal could make any quantified deduction from the open market rent. The Tribunal has therefore taken those matters into account only to the extent that they are supported by the material before it and does not consider that they justify any further reduction.
16. The Tenants also stated that they had fitted a new kitchen. No evidence was provided as to the nature, extent, timing, cost or funding of that work, nor as to whether it was carried out by the Tenants rather than the Landlord. In any event, section 14(2)(b) requires the Tribunal to disregard any increase in rental value attributable to a relevant improvement carried out by the tenant. Accordingly, the Tribunal has made no upward adjustment to reflect any alleged tenant improvement.
17. The Tribunal has also disregarded any effect on the rent attributable to the grant of a tenancy to sitting tenants and any reduction in value attributable to any failure by the Tenants to comply with the terms of the tenancy, as required by section 14(2) of the 1988 Act.
18. Doing the best it can on the evidence available, and applying its specialist judgment, the Tribunal is satisfied that the proposed rent of £981 per calendar month is not above the open market rent reasonably to be expected for the Property on the statutory assumptions.

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. Where undue hardship is established, the Tribunal has a discretion to fix a later starting date, up to the date on which the Tribunal makes its determination.
20. The Tenants stated in their application that the rent increase would cause hardship. However, no evidence was provided to establish undue hardship within the meaning of the Act.
21. The Tribunal therefore makes no adjustment to the effective date.

Decision

22. Therefore, the Tribunal determines the market rent at £981 per calendar month with effect from 01 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.