	FIRST - TIER TRIBUNAL **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/42UD/MNR/2025/0811**
Property	**78 Charles English Close, Ipswich, Suffolk, IP1 1EF**
Tenant	**R Chukwu-Nsofor**
Tenant's Representative	**N/A**
Landlord	**SHR Ipswich Opco Limited**
Landlord's Address	**C/O Allsop Letting & Management, Platform, New Station Street, Leeds, LS1 4JB**
Landlord's Representative	**Allsop Letting and Management**
Date of Application	**2 December 2025**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Peter Roberts FRICS CEnv**
Date of Decision	**4 July 2026**
Rent Determined	**£1,700 pcm**
Date the new rent takes effect	**3 January 2026**

REASONS FOR THE DECISION

Background

1. On 2 December 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,700 per calendar month (pcm) in place of the existing rent of £1,600 pcm to take effect from 3 January 2026.

2. On 2 December 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.

3. The assured tenancy commenced on 16 December 2024 for a term of 12 months 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. N/A

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. N/A

Inspection/Hearing

8. 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 Tribunal notes from the submissions of the Parties that the Property comprises a modern purpose built mid-terraced 3-bedroom townhouse providing an integral garage, entrance hall and storage space on the ground floor, open plan living/dining room with a small balcony together with a WC and family bathroom on the first floor and three bedrooms together with an ensuite at first floor level.

10. The Property is fitted with central heating, double glazing, carpets, curtains and fully fitted kitchen. However, there are no garden facilities.

11. Whilst the Property faces south directly over the River Orwell, the rear elevation looks over a trade counter development, and the general locality includes new build residential properties together with commercial office and industrial premises.

12. The development, of which the Property forms part, is located within Merchants Yard which comprises a recent redevelopment of The Great Eastern Railway Goods Station to provide a mix of two-, three-and four-bedroom residences available for occupancy on a rental basis.

Evidence

The Tenant.

13. The Tenant did not return the Reply Forms or make any submissions.

The Landlord

14. The Landlord's agent provided full details of the Property together with commentary in respect of the Merchants Yard development and surrounding facilities.

15. In addition, the Landlord's agent confirmed that three new lettings of property of the same house type had been completed since the 8 November 2025 as follows: a) 8 November 2025 @ £1,700 pcm b) 1 January 2026 @ £1,700 pcm and 3 February 2026 @ £1,700.

16. The Landlord's agent also provided details of nine renewal agreements relating to this house type of which eight were at £1,700 pcm and one at £1,750 pcm. This evidence was summarised as follows:

"We are therefore of the opinion that the renewal price offered to the tenant of £1,700 pcm for commencement in January 2026 was in line with the estimated open market rental value [of] *the property at the time.*

Since the renewal offer of £1,700, which was maintained in the service of the Section 13(2) notice under review, two new letting of the same house and 8 renewals have been achieved as outlined above. Given this, and in light of the time period which has passed since the original renewal offer was made we would ask that the FTT consider a market rent of £1,700 pcm as reflected by the most recent lets."

17. The Tribunal was also provided with floor plans and internal photographs.

Determination and Valuation

18. In determining the market rent, the Tribunal has regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant.

19. The current rent, and the period that has passed since that rent was agreed or determined is not relevant. Previous changes in rent are therefore disregarded as the Tribunal is required to assess the rent that would be offered by a prospective tenant who has no knowledge of the existing or previous rents. Similarly, historic rents achieved elsewhere are of limited relevance.

20. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is therefore unable to have any regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent.

21. It is therefore irrelevant whether or not the Landlord requires the rent to be at a certain level to fund its liabilities and/or its repair obligations under the lease or whether the Tenant feels that the services provided by the Landlord are "value for money." As such, the cost of mortgage payments and property maintenance to the Landlord does not affect the rent that would be offered by a prospective tenant in the market and must be disregarded.

22. Similarly, the ability, or otherwise, of the Tenant to pay the rent demanded cannot be taken into account and the Tribunal must disregard the Tenant's personal circumstances as the Property is assumed to be "vacant and to let."

23. Furthermore, the valuation exercise assumes a hypothetical tenant who does not have the benefit of any knowledge obtained from being in occupation of the Property.

24. In this regard, whilst the valuation exercise assumes that, regardless as to the condition of the Property, a hypothetical tenant would be prepared to take occupation and negotiate a rent, it does not follow that the actual Tenant and the hypothetical tenant are one and the same. As such, the actual Tenant may be prepared to pay a certain level of rent to remain in occupation for personal reasons whereas the hypothetical tenant is bidding on the assumption that the Property is vacant and to let.

25. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, it is clear to the Tribunal that the market rental of the subject Property was £1,700 pcm in line with the actual lettings achieved.

Market rent **£1,700 pcm**

Decision

12. Therefore, the Tribunal determines the market rent at £1,700 per calendar month with effect from 3 January 2026. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.

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.