

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/33UC/MNR/2026/0043
Property	14 Humprey Way, Woodlands Heath, Norwich, NR13 6TX
Tenant	J Grabham
Tenant's Representative	N/A
Landlord	Canary Holdings 1 Limited
Landlord's Address	10th Floor, 110 Cannon Street, London, England, EC4N 6EU
Landlord's Representative	Allsop Letting & Management, 8th Floor, Platform Buildings, New Station Street, Leeds, LS1 4JB
Date of Application	11 March 2026
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	5 July 2026
Rent Determined	£1,400 pcm
Date the new rent takes effect	14 March 2026

REASONS FOR THE DECISION

Background

1. On 7 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,400 per calendar month (pcm) in place of the existing rent of £1,300 pcm to take effect from 14 March 2026.
2. On 11 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 14 March 2025 for a term of 12 months at an initial rent of £1,300 pcm. 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/Landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive/inclusive 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 did not inspect the Property and has relied upon the submissions of the Parties together with Google Street images.
10. The Property comprises an end-terraced house in a block of four properties providing a living room, kitchen and a WC at ground floor level together with two bedrooms and a bathroom at first floor level.
11. There is a garden to the rear together with a single car parking space at the front.

Evidence

The Tenant.

12. The Tenant stated advised that the market rent payable should be £1,300 pcm. In support of this the Tenant stated:

“1. Comparable Properties: Properties similar to mine (2-bedroomed terrace homes in the suburbs of Norwich, not in the city centre or a particularly desirable area) are being advertised at rents lower than £1,300-£1,400 per month. Most properties in the £1,300 -£1,400 range are 3-bedroom semi-detached or detached homes, which are significantly larger and more valuable than my end-terrace. Some properties even in desirable areas that are closer to the city centre are on the market for less than my current rent with an average of around £1,000-£1,200 per month. There are no terraced houses on the market at the time I looked over £1,300.

2. New Build Premium: Whilst my property is relatively new (1.5 years old), the premium associated with being a new build does not justify the proposed increase. Comparable new build 2-bedroom terraced properties in similar suburban areas are being advertised a rents lower than the proposed amount, and those in desired areas, are marketed at lower rents too.

Given this, I respectfully request that the proposed rent increase be reviewed and adjusted to reflect the market value for similar properties in the local area. I believe the proposed increase is unreasonable and not aligned with current rental rates for comparable homes. The proposed rent per month is more suitable for a much larger family home, rather than a small terraced house.”

13. The Tenant provided Rightmove internet links for 9 properties in the Norwich locality.

14. The Tenant responded to the evidence provided by the landlord as summarised below
 - 1) The properties on Ostler Road are semi-detached and therefore not comparable in terms of size and type
 - 2) The two properties on Humprey Way were vacant as at the Valuation Date as the previous tenants had moved out on expiry of their tenancies. The rents relate to a new tenancy rather than a renewal of an existing tenancy.
 - 3) There is no road on the estate called Lamb Lane. There is a Lamb Lane in Cringleford which is in a different location
 - 4) The Landlord's Appendix 5 relates to city centre properties with the attendant benefits
 - 5) The Landlord's evidence demonstrates that average rents is £1,200 pcm.
15. Overall, the Tenant considered that the evidence provided by the Landlord does not support the rent contended for.

The Landlord

16. The Landlord's agent referred to the following evidence:
 - 1) 12 Humprey Way – let on 4 April 2026 for £1,450 pcm
 - 2) 10 Humprey Way – let on 17 April 2026 for £1,450 pcm
 - 3) 42 Ostler Road – let on 18 October 2025 for £1,400 pcm
 - 4) 40 Ostler Road – let on 1 November 2025 for £1,425 pcm
 - 5) 14 Lamb Lane – let on 14 December 2025 for £1,500 pcm
 - 6) 18 Lamb Lane – let on 15 December 2025 for £1,500 pcm
 - 7) 16 Lamb Lane – let on 24 February 2026 for £1,475 pcm
17. The Landlord's agent also included a Best Price Guide detailing nine properties. The majority of these comprised apartments, however, the Tribunal noted that a 2-bedroom semi-detached house at Woodlands Heath, Rackheath was advertised at £1,450 pcm and a 2-bedroom terraced house at Humprey Way. Rackheath was advertised at £1,450 pcm.

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. It is important to stress that the valuation exercise assumes that the Property is "vacant and to let" such that the occupation of the Property by the Tenant is to

be disregarded. As such, whilst the Tribunal notes the Tenant's assertions in respect of the rent potentially being different on the assumption of a renewal comparative to a new letting the actual position is that the rent is assessed as if a new lease was being granted. It is therefore immaterial to the valuation exercise that the Tenant is remaining in occupation.

20. 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.
21. 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.
22. 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.
23. 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."
24. 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.
25. 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.
26. The Tribunal noted that the Section 13 Notice specified an effective date of 14 March 2026 and that the lettings of the adjoining properties (Nos. 10 and 12) were effective from 4 and 17 April 2026.
27. In this regard, case law has established that, whilst the valuation exercise has regard to physical, legal, planning and economic matters as they existed or could

reasonably be anticipated on the valuation date, it can take account of transactions that took place after the valuation date subject to suitable adjustments to account for changes in physical, legal, planning and economic matters in the interim. This is because such transactions are considered to be instructive as to the approach that was being taken by the market on the valuation date.

28. Whilst the Tribunal has had regard to all the evidence provided by the Parties, the best evidence will always comprise that which relates to properties in the same locality and of the same type as the Property. It is therefore difficult to look beyond the evidence of the houses in the same block as the Property.
29. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Parties, the Tribunal therefore considers that the market rental that would be agreed following marketing of the subject Property on the effective date would be in the order of £1,400 pcm.

Market rent

£1,400 pcm

Decision

12. Therefore, the Tribunal determines the market rent at £1,400 per calendar month with effect from 14 March 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.