

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/12UD/MNR/2026/0097
Property	3 York Gardens Wisbech Peterborough PE13 2EE
Tenant	Jacqueline White
Tenant's Representative	
Landlord	Moira Wendy Miller
Landlord's Address	c/o 10 Office Village Hampton Peterborough PE7 8GX
Landlord's Representative	Progressive Lets
Date of Application	30th April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr G S Freckelton FRICS (Chairman) Mrs K Bentley
Date of Decision	16th July 2026
Rent Determined	£900.00 per calendar month
Date the new rent takes effect	1st May 2026

REASONS FOR THE DECISION

Background

1. On 19th March 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £910.00 per month in place of the existing rent of £865.00 to take effect from 1st May 2026.
2. On 30th April 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 1st May 2024 for a term of six 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 curtains 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 inspection or 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.
9. Based on the papers submitted the property is understood to comprise of a semi-detached bungalow, offering the following accommodation:

Hall, lounge, dining room, kitchen, conservatory/utility, two bedrooms and wet room.

Outside: Gardens and car parking space. There is a shed which the tenant submits is in poor condition.

The Property benefits from gas fired central heating and double glazing.

Evidence

10. The tenant disputes the validity of the Notice of Increase on the basis that the starting date for the new rent is omitted in section 4.
11. In response, the landlord submits that the omission of the date in section 4 is a minor clerical error and that the Notice of Increase clearly identifies the intended commencement date as 1st May 2026.
12. The tenant has, in the submission of the landlord, demonstrated a clear understanding of the effective date by submitting the application to the Tribunal.
13. The Tribunal considered the submissions of the tenant and the landlord and determined that the Notice of Increase was valid as it contained all the relevant information required to make it obvious that it was proposed the new rent was due to start on 1st May 2026.
14. The reasons for this are:
 - a) In Section (3) of the Notice it states that "The first rent increase date after 11th February 2003 is 1st May 2026; and
 - b) The date the tenancy commenced was 1st May 2024.
15. The tenant submits:
 - a) The central heating thermostat is temperamental.
 - b) The garden shed needs replacement.
 - c) The double-glazing panes in bedroom one are blown
 - d) The carpets are stained.
 - e) Mould is evident to rear of furniture placed against outside walls in bedroom one.
 - f) The TV aerial in the kitchen does not work.
 - g) Some kitchen cupboard doors and drawer bottoms have dropped. The kitchen worktop is damaged and there is some missing trim.
 - h) The kitchen flooring is torn and does not lie flat on the floor.
16. The tenant further submits that she has undertaken the following improvements:
 - a) Repositioned the side gate lock.
 - b) Sealed corners of the wet room floor with duct tape to keep out slugs.
 - c) Repaired bathroom wall cabinet.

- d) Replaced broken cat flap.
17. The tenant submitted photographs of the interior and exterior of the property.
18. The tenants submits that in her opinion the market value of the property is £840.00 per month for the following reasons:
- a) The property is tired.
 - b) A two-bedroom basement flat with conservatory, garden and garage was recently offered at £825.00 per month.
 - c) A two-bedroom detached bungalow with integrated white goods, garden and garage was offered at £950.00 per month.
 - d) A two-bedroom maisonette with garden and parking was offered at £700.00 per month.
 - e) A two-bedroom ground floor flat with garden and parking was offered at £725.00 per month.
19. The landlord submits that she does not agree with the tenant's description of the property.
20. It is accepted that the property is not newly refurbished but it remains fully habitable, well maintained and suitable for occupation. The landlord disputes that the condition of the property reduces its market value.
21. The landlord submitted a copy of the mid-term inspection report which, the landlord submitted confirmed the property was clean, tidy, well maintained and in good or fair condition.
22. The landlord submits the following comparable evidence:
- a) Bowthorpe Road and The Chase, Wisbech – three-bedroom bungalows offered at £1,250.00 and £1,100.00 per month respectively.
 - b) Six, two-bedroom bungalows in Wisbech offered at rentals between £875.00 - £1,000.00 per month.
23. The landlord further submits that the comparables provided by the tenant comprising of a basement flat and maisonette are not comparable and that the detached bungalow indicated that a rental at or above £900.00 could be achieved.
24. The Tribunal considered the written submissions provided by the parties.

Determination and Valuation

25. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,100.00 per month. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.
26. From this level of rent we have made adjustments in relation to:
- a) Condition – The Tribunal agrees with the tenant that the property is dated and in need of general upgrading including kitchen and wet room, repairs to garden shed and thermostat.
 - b) Improvements made by the Tenant.
27. The full valuation is shown below:

Market Rent		£1,100.00
<u>Less</u>		
a) Items given under a) above	£150.00	
b) Items given under b) above	<u>£50.00</u>	
		<u>£200.00</u>
		£900.00

Decision

28. The Tribunal therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy was £900.00 per month with effect from 1st May 2026.

Undue Hardship

29. 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.
30. The Tenant has not asked the Tribunal to fix a later starting date in this case.

Chairman: G S Freckelton FRICS

Date: 16th July 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.