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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>                 |
| <b>Case Reference</b>                                                             | <b>CAM/00JA/MNR/2026/0133</b>                                                                |
| <b>Property</b>                                                                   | <b>38 Constantine Drive, Stanground<br/>South, Cambs, Peterborough, PE2 8WR</b>              |
| <b>Tenant</b>                                                                     | <b>Jacqueline Mackinnon &amp;<br/>William Bees-Hiskey</b>                                    |
| <b>Tenant's Representative</b>                                                    | <b>n/a</b>                                                                                   |
| <b>Landlord</b>                                                                   | <b>Marcia Williams</b>                                                                       |
| <b>Landlord's Address</b>                                                         | <b>11 Boutflower Road, London, SW11 1RE</b>                                                  |
| <b>Landlord's Representative</b>                                                  | <b>Countrywide</b>                                                                           |
| <b>Date of Application</b>                                                        | <b>7<sup>th</sup> June 2026</b>                                                              |
| <b>Type of Application</b>                                                        | <b>Determination of an Open-Market Rent<br/>sections 13 &amp; 14 of the Housing Act 1988</b> |
| <b>Tribunal Members</b>                                                           | <b>J. Oxlade<br/>Dr. J. Wilcox FRICS</b>                                                     |
| <b>Date of Decision</b>                                                           | <b>1<sup>st</sup> September 2026</b>                                                         |
| <b>Rent Determined</b>                                                            | <b>£850 per calendar month</b>                                                               |
| <b>Date of Valuation</b>                                                          | <b>1<sup>st</sup> September 2026</b>                                                         |

|                                       |                                  |
|---------------------------------------|----------------------------------|
| <b>Date the new rent takes effect</b> | <b>30<sup>th</sup> July 2026</b> |
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## **REASONS FOR THE DECISION**

### **Background**

1. On 21<sup>st</sup> April 2026 the Landlord served a notice under Section 13 (2) of the Housing Act 1988 which proposed a new rent of £1050 per calendar pcm in place of the existing rent of £1000 pcm, to take effect from 30<sup>th</sup> July 2026.
2. On 9<sup>th</sup> June 2026 under Section 14 of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 30<sup>th</sup> July 2025. 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. Neither party has suggested that furniture was provided with the tenancy, nor there are additional service charges paid by either party which impact on the rent to be paid by the tenant.

### **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. Neither party raised any specific point.

### **Hearing**

8. Neither party requested an oral hearing. Accordingly, 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 modern semi-detached house of brick construction under a tiled roof, consisting of: on the ground floor an open plan living room/kitchen and w.c.; on the first floor, one bedroom and a bathroom; allocated parking and a small front garden (not enclosed) . The house is located on a modern newly built housing development.

### **Evidence**

10. The parties completed the relevant MR1 (tenant) and MR2 (landlord).

#### *The Tenant*

11. The Tenant made the following comments:
  - a) The Tenant suggested that the correct open market value is £850 pcm,
  - b) The house is of standard size, layout, and construction as many others in the development, such that there were an ample sufficiency of good comparables.
12. The Tenant provided the following comparables: three properties in PE2, with a similar layout and space, advertised in July 2026 at a rent of £850 pcm.

#### *The Landlord*

13. The Landlord did not provide comparable market evidence, and made the following comments:
  - (a) (at 2.3 of MR2) the description provided by the Tenant was accurate;
  - (b) (at 2.4 of MR 2) the open market value of £850 pcm was conceded.

### **Determination and Valuation**

14. Under section 14(1) of the Housing Act 1988, the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded.

Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

15. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £ 850 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.
16. No adjustments need to be made in respect of this property.
17. Accordingly, the **Open-Market Rent is set at £ 850 pcm.**

### **Decision**

*The Tribunal determines the new rent at the amount proposed by the Landlord of £850 per calendar month with effect from 30<sup>th</sup> July 2026 which is the dated contained in the s13(2) notice.*

.....

1<sup>st</sup> September 2026

J. Oxlade

Judge of the First-tier Tribunal (Property Chamber) (Residential Property)

### **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 after 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.