

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/42UJ/MNR/2026/0086
Property	288 Church Road, Kessingland, Lowestoft, Suffolk NR33 7SB
Tenant	Patricia Perry
Tenant's Representative	Janet Jones
Landlord	John Osborne
Landlord's Address	Compass Barn, Compass Road, Silfield Wymondham, Norfolk NR18 9NN
Landlord's Representative	Lindsey Hughes
Date of Application	21st April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge David Cowan – Chair Michael Ayres FRICS
Date of Decision	9th September 2026
Rent Determined	£690
Date the new rent takes effect	9th May 2026

REASONS FOR THE DECISION

Background

1. On 3rd April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £825 per month in place of the existing rent of £540 per month (which was set by the Tribunal in or around July 2023) to take effect from 9th May 2026.
2. On 21st 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 tenancy commenced on or around 7th August 1994. The rental period is monthly. The tenancy agreement itself is no longer available.
4. In or around 4th July 2023, under case reference CAM/42UH/MNR/2023/0018, the Tribunal set the market rent at £540 pcm.

Validity Of Notice – Section 13 of the Housing Act 1988

5. In their application form, the Tenant indicated that they believed that the Landlord's notice may not be valid, as it was signed by the Landlord's niece on behalf of the Landlord.

Allocation of Repairs between Landlord and Tenant.

6. 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.

7. The Tenant states that no furniture is provided by the Landlord.

Liability for Council Tax

8. 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.

9. No other terms of the tenancy were taken into consideration in determining the rent.

Hearing

10. On or around 17th June 2026, an oral hearing was ordered. That hearing took place by CVP on 7th September 2026.

The Property

11. The Property is a semi-detached house, offering the following accommodation:

Property: two bedrooms (one double and one single) and a boxroom, living room, kitchen, WC, level access shower room, conservatory

The property has gas central heating, and double glazing, with a front and rear garden.

The property is situated in a good position within easy access of the beach. It has a side access and relatively good sized garden.

Evidence

Written Submissions

12. The Tenant made the following comments:
- a) The Tenant states that the following “improvements” have been done by them to the property: built in storage cupboards in the living room, re-carpeting in 2013, tiles in the WC, and a summer house in the rear garden.
 - b) The original Landlord, who is now deceased, promised that she could stay in the property for as long as she wished.
 - c) The Tenant states that they think the market rent of the property is £630 in line with inflation.
 - d) A more modern and larger property with car parking was recently let for £750pcm.
 - e) A surveyor’s report has identified remedial work required to the subject property, which has not been commenced. The surveyor noted that any deterioration was a result of fair wear and tear at the property.
 - f) There has been only a new double glazed front door since the last Tribunal decision in 2024.

- g) The property has otherwise not been modernised other than a level access shower installed under a disabled facilities grant in 2014. The condition of the property is as it was when the Tribunal inspected it in 2023.
13. The Landlord responded:
- a) The original Landlord would have been unlikely to have made a promise to the Tenant above the tenancy agreement.
 - b) They had been advised that the market rent for a 2/3 bedroom property is between £800-935pcm.
 - c) The Landlord wishes to market the property for sale but requires a proper market rent.
 - d) The Landlord has undertaken works at the property promptly.
 - e) Some of the double glazing at the property was of the highest standard and had been fitted 23 years ago, and did not require replacement
 - f) As the rent had been below well market level for many years, there was insufficient funds to carry out major works at the property.
 - g) The Tenant has not allowed many professionals and tradespersons entry to the property.
 - h) It is not the Landlord's responsibility to maintain a low rent that the Tenant can afford.
 - i) What appears to be an AI printout confirmed that rents of three bedroom properties in the area have a typical range from £850-1,000pcm.
 - j) A comparable of a two bedrooomed property in Kessingland was provided with a rent of £975pcm.
 - k) A recommendation for letting of the subject property from a letting agent, undated, provided comparables for three bedroom properties from £875-1,200pcm.
14. The Tenant replied:
- a) The Landlord had been seeking to evict the Tenant for four years.
 - b) There had been no new double glazing fitted in the previous 30 years (other than the replacement front door).
 - c) She has not refused access to the Landlord or tradespeople.
 - d) In relation to the Landlord's comparables, the property at Turrell drive had two double bedrooms, with garage and off street parking, with a spacious and modern kitchen.

Hearing

15. At the Hearing, the Tribunal reminded the parties that its role was solely to determine the market rent, and the hearing was to address that question, alongside the question of undue hardship.

16. Ms Jones, who represented the Tenant, informed the Tribunal that the Tenant had not been well, and the Tribunal gave her permission to speak for the Tenant, provided that the Tenant confirmed what it had been told. Ms Hughes confirmed that she was happy with that approach.
17. The Tribunal agreed with the parties that the following were the issues between them:
 - a) The validity of the notice
 - b) The extent, if any, of the disrepair at the property
 - c) The state and condition of the property
 - d) The relevance and nature of the comparables offered by the parties
 - e) If the Tribunal determines that the rent should increase, whether there is undue hardship to the Tenant such that the rent should rise only from a later date.

Validity of the notice

18. Ms Jones informed the Tribunal that her concern was to ensure that Ms Hughes was “duly appointed” to sign the notice on behalf of the current landlords.
19. Ms Hughes confirmed that she was duly appointed.

Disrepair

20. Ms Jones informed the Tribunal that an independent, jointly instructed surveyor had been appointed for the purposes of a court hearing confirmed with another matter and inspected the property on or around 28th October 2025, finding the following summary issues contained in a Scott Schedule (which had been provided to the Tribunal in the Tenant’s evidence):
 - a) Mould development in living room, bathroom, and bedroom 1;
 - b) Defective window handles in bedroom 2 and box room
 - c) Defective exterior sealant in bedroom 1;
 - d) Loose floorboards, fatigued carpet and ceiling bulge in first floor landing;
 - e) Crack between tiles/wall in bathroom with suspected asbestos to ceiling;
 - f) Missing sanitary sealant between wall and sinktop, fatigued external door and frame with crack between wall and frame, in kitchen;
 - g) Conservatory and external – cracks to masonry, defective double glazing units, missing sand and cement to ridge.
 - h) In the absence of provision of a gas safety certificate and electrical condition report, these assessment should be conducted if not done.
21. The Tribunal was informed that the surveyor reported that there was no evidence of neglect by the Tenant and that the issues were a result of fair wear and tear at the property. The only change that had occurred since that report was that the Landlord had provided a new double glazed front door to the property.

22. Ms Hughes noted that
- a) repair work would require the Tenant to move out of the property for a short period;
 - b) an electrical safety check is due this year, the last one being in or around 2022 or 2023;
 - c) the Landlord's surveyor had found that the damp issues in the property were a result of airflow issues due to the Tenant's possessions being stored against the walls;
 - d) the Tenant's mobility issues meant that she may be unable to maintain the internal aspect of the property; and,
 - e) the Landlord is reliant on being informed of disrepair at the property.

State and condition

23. Ms Jones told the tribunal that the carpets at the property were original from 1994, and the kitchen was over 30 years old, and had not been updated. There was a handrail to the staircase.
24. The Landlord repeated the points raised regarding disrepair.

Comparables

25. The Tenant requested that the Tribunal consider new evidence which was forwarded to the Tribunal on the Friday before the hearing, and forwarded to the panel members on the day of the hearing. One of the panel members was unable to open the document. Ms Hughes informed the panel that she had not received the email. In these circumstances, the Tribunal decided to proceed without considering that new information.
26. Ms Jones emphasised that the subject property has two bedrooms – one double and one single. One cannot fit a bed in the box room.
27. Ms Hughes told the Tribunal that she had requested comparables of three bedroom properties, and that she had provided the list that was sent to her by the letting agents in her response. She stated that she believed the market value of the property to be £1,000 and the rent increase reflected the condition of the property.

Undue hardship

28. The Tenant informed the Tribunal that she was in receipt of income amounting to approximately £2617 with expenses of £1521 (excluding electricity, food and motoring expenses).
29. Ms Hughes informed the Tribunal that she was currently living in a static caravan with her husband, that she was retired, and that the Landlords cannot maintain the property on the rent currently being levied.

Determination and Valuation

30. The Tribunal considered all the information provided by the parties both in writing and orally.
31. The Tribunal determined that Ms Hughes had been duly appointed such that the notice was valid.
32. The Tribunal's starting point is consideration of the Decision dated 4th July 2023, which inspected the property, and found:
 - a) The property requires considerable updating to appeal to the rental market, but it is situated in a good position.
 - b) At that date, the market value of the property was £650 pcm but it was determined that it should be reduced to reflect the condition of the property, namely its steep staircase; lack of bannister; internal steps, dated kitchen without floor covering, external condition including windows and door. Accordingly, the rent set was £540 pcm.
 - c) The Tribunal considered that the Tenant had made out a case of undue hardship.
33. In making its determination, the Tribunal has disregarded any increase in the value of the subject Property attributable to a relevant improvement carried out by the Tenant that was outside their obligations to the Landlord: section 14(2)(b), Housing Act 1988.
34. In relation to the comparables provided by the Landlord, the Tribunal notes that these relate mostly to three bedroom properties. Those which relate to two bedroom properties do not indicate the size of the bedrooms. For the avoidance of doubt, the Tribunal accepts the Tenant's evidence that the subject property has two bedrooms, the second of which is a single bedroom, and that the other room is a box room as described which cannot fit a bed. This was not the subject of cross-examination by Ms Hughes and she is taken to have accepted that fact.
35. Relying on its own expertise and general knowledge of rental values in the area, 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. The Tribunal also notes that the Landlord's written evidence places that value within the band on which they had been advised.

36. The Tribunal determined on the basis of the oral and written evidence of the Tenant, which was not disputed by the Landlord, that the only matter dealt with by the landlord since the Tribunal's original hearing is the replacement of the front door.
37. In addition, the jointly instructed surveyor's report had identified other issues which are relevant to the determination of the rent relating to the disrepair at the property and are further to the Tribunal's previous determination. The Tribunal accepts that report which it was told was provided to the County Court in relation to unrelated possession proceedings which concerned the state and condition of the property.
38. The evidence is that the state and condition of the property has not been changed since the Tribunal's previous determination (although the Tribunal notes that the Tenant accepts that there was a stair bannister in situ at that time).
39. From the level of rent, the Tribunal has made adjustments in relation to the following:
 - a) The general state and condition of the property
 - b) The state of repair of the property

The full valuation is shown below:

Starting Rent	<u>£850 pcm</u>
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Less

a) Items given under a) above	£80
b) Items given under b) above	£80

Open-Market Rent

£690 pcm

Undue hardship

40. 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.
41. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because she is disabled and on a

fixed income, including universal credit and PIP. Her current rent is met from universal credit but the maximum rent allowed is £540 pcm.

42. The Landlord responded that the Tenant has had a below market rent for five years, and ample opportunity to find alternative accommodation.
43. Although the Tenant has not supplied evidence of undue hardship, the Tribunal heard oral evidence on the point. The Tribunal reminds itself that it is for the Tenant to demonstrate undue hardship.
44. The Tribunal does not find undue hardship. On balance, the Tenant has sufficient income above expenses to pay the additional amount of £150 pcm without undue hardship.

Decision

45. Therefore, the Tribunal determines the market rent at £690.00 per calendar month with effect from 9th May 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 (rule 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.