

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/12UE/MRA/2026/0018
Property	24 St Peters Way, Ellington PE28 0AX
Tenant	Andrew Smith
Tenant's Representative	N/A
Landlord	Elizabeth Morris
Landlord's Address	8 Spinney Field, Ellington PE28 0AT
Landlord's Representative	Maxine Lester / Maxine Lester Lettings
Date of Application	4 July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge A. Arul Dr. Janet Wilcox FRICS
Date of Decision	9 September 2026
Rent Determined	£1,263.25 per calendar month
Date of Valuation	19 August 2026
Date the new rent takes effect	19 September 2026

REASONS FOR THE DECISION

Background

1. On 4 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988, which proposed a new rent of £1,303.25 per calendar month (pcm) in place of the existing rent of £1,263.25 pcm, to take effect from 19 August 2026. In the course of these proceedings, the Landlord then sought to withdraw the notice however the Tenant had not agreed to such withdrawal, so the matter proceeded to be allocated for determination.
2. On 21 May 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 19 August 2022. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant has indicated that they consider the Landlord's notice to be invalid because it refers to the Tenant along with Nikola Minarikova. The Tenant says that the correct name should have been Nicola Smith and that she moved out of the Property in August 2023.
5. In response, the Landlord has stated that they consider the notice to be valid because, although Nikola Minarikova is understood to have vacated the Property, the tenancy remains vested in joint names.
6. The Tribunal determines that the notice is valid. Nikola Minarikova was named as a second tenant in the tenancy agreement, and no evidence has been provided suggesting that the parties have agreed a variation to the tenancy or a new tenancy agreement removing her. Further, there is no evidence that the name change was notified to the Landlord. In any event, the Tenant is named and addition of a name, even incorrectly, does not in the Tribunal's view invalidate a notice. Further, Nikola Minarikova and Nicola Smith appear to be the same legal person and, if they continued to be a tenant, using a former name does not in the Tribunal's view invalidate the notice.

Allocation of Repairs between Landlord and Tenant.

7. 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.

8. None.

Liability for Council Tax

9. 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.

10. None.

Inspection/Hearing

11. Neither party requested an 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.

The Property

12. The Property is a detached house. It offers the following accommodation:

Three bedrooms, a living room, a kitchen, bathroom, and a conservatory.

Outside: garden and garage.

The Property is situated in the village of Ellington in Cambridgeshire, about 4 miles west of the town of Huntingdon and close to arterial roads for travel east and west.

Evidence

13. The parties completed the relevant MR1 (Tenant) and MR2 (Landlord) forms although there was no MR3 (Tenant's reply) form submitted.

The Tenant.

14. The Tenant considered the proposed rent of £1,303.25 to be high and contended that the market rent was £1,263.25 pcm. They referred to the proposed increase being the third in three years.

15. In relation to condition, the Tenant stated that the Property needed repairs, however no particulars or supporting documents were provided.
16. In relation to rental evidence, the Tenant provided several screen shots of comparables as follows:
 - a. Naseby Gardens, St Neots – £1,150 pcm for a 3-bedroom, 1-bathroom terraced house.
 - b. Grafton Road, Rushden – £1,200 pcm for a 3-bedroom, 1-bathroom end of terrace house.
 - c. Hardy Close, Hartford – £1,250 pcm for a 3 bedroom, 1 bathroom semi-detached house.
 - d. Thirlmere, Huntingdon – £1,250 pcm for a 3 bedroom, 1 bathroom semi-detached house.
 - e. Oak Drive, Brampton – £1,250 pcm for a 3-bedroom, 1-bathroom terraced house.

The Landlord.

17. In relation to the allegations concerning condition, the Landlord said that they have actively maintained the Property throughout the tenancy and that no details were provided of wants of repair.
18. The Landlord indicated in their reply that they wished to withdraw the notice of rent increase and for the rent to continue at £1,263.25 pcm.
19. In relation to rental evidence, the Landlord did not provide any comparables.

Determination and Valuation

20. The Tribunal firstly considered the Landlord's withdrawal of the notice of increase and whether this impacted upon the Tribunal's ability to determine market rent. The Tribunal directed itself to Section 14(8) of the Housing Act 1988 which provides that: "... *nothing in this section requires the appropriate tribunal to continue with their determination of a rent for a dwelling-house if the landlord **and** tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.*" [emphasis added]. The Tenant had properly commenced the application, and the legislative provisions required both the Landlord and the Tenant to thereafter agree that the Tribunal is not required to make a determination. The Tenant had not consented to the

withdrawal therefore the Tribunal considered that it was obliged to continue to make a determination of market rent.

21. The Tribunal then considered the issue of condition of the Property but was unable to make any findings due to lack of particulars of the wants of repair or evidence in support. The Tenant provided three photographs of the Property, all of which were external and did not reveal any items of disrepair.
22. Under section 14(1) of the Housing Act 1988 (as amended), 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.
23. The Tenant has referred to five rental comparators but has not provided any letting particulars so the information available to the Tribunal is difficult to verify. It is noted the areas in which the comparables are situated are some distance from the subject Property; in most cases over a mile and in different localities. The Property is a detached house however the Tenant's comparables comprised a range of terraced, end of terrace and semi-detached houses. Without further evidence of size and condition, these are of limited assistance but would suggest that a fully detached property would on average achieve a higher rental.
24. The Tribunal was mindful that there was no dispute between the Landlord and the Tenant over a rent of £1,263.25 pcm for the subject Property. That sum is what the parties have agreed, both at the start of the present tenancy period and in these proceedings. There was no evidence before the Tribunal that market rental values have increased so as to be greater than agreed for this particular Property.
25. Having regard to the size and location of the Property and relying on its own expert, general knowledge of rental values in the area, the limited assistance of the comparables provided by both parties, and the existing rent, the Tribunal considers that the market rental of the subject Property would be in the region of £1,263.25 pcm. This is the rent we would expect the Property to be let for in the open market.

Market rent

£1,263.25 pcm

Undue hardship

26. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
27. The Tenant has asked the Tribunal to fix a later starting date in this case. They assert hardship because they say that energy and utility costs have increased. The Landlord opposes this, saying that such matters are not specific to this tenancy and pointing to the absence of documentary evidence in support of a claim of hardship. The threshold for demonstrating undue hardship is high. The Tenant did not provide any information about affordability nor evidence in support however the Tribunal noted in any event that the rent would not be increasing following its market rent determination. Further, the Tribunal considered that increased utility or energy costs had no bearing on whether a rent increase would itself cause undue hardship. The Tribunal did not therefore consider that the claim of undue hardship was made out.
28. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.
29. The Tribunal determines the new rent amount at £1,263.25 per calendar month with effect from 19 September 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

30. Therefore, the Tribunal determines the market rent at £1,263.25 per calendar month with effect from 19 September 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.