

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/12UC/MRA/2026/0058
Property	14 Palace Lane, Chippenham, Ely, Cambridgeshire CB7 5QE
Tenant	Roxanne Beer Debbie Beer
Tenant's Representative	n/a
Landlord	Chippenham Park Farm Partnership
Landlord's Address	Chippenham Hall, Chippenham Park, Chippenham, Cambridgeshire CB7 5PT
Landlord's Representative	GD Estates Ltd
Date of Application	3rd August 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	25th September 2026
Rent Determined	£1,000
Date the new rent takes effect	2nd October 2026

REASONS FOR THE DECISION

Background

1. On 8th May 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,050 per month in place of the existing rent of £955 per month to take effect from 2nd August 2026.
2. On 3rd August 2026, under Section 14(A3) of the Housing Act 1988, the Tenants 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 2nd May 2024 for a fixed term of 12 months. The rental period is monthly, rent payable on the 2nd day of each month.

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

4. In their application form, the Tenants accepted the validity of the notice.

Allocation of Repairs between Landlord and Tenant.

5. 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.

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

Liability for Council Tax

7. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

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

Hearing

9. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the Tenant and the Landlord, and its own knowledge and specialist expertise.

The Property

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

Property: three bedrooms, kitchen, lounge, dining room, utility room, downstairs bathroom and upstairs WC

The property has oil central heating and double glazed windows, and has the benefit of a rear and front garden, with outbuildings

The Property has a lean to garage and off street parking

Evidence

11. The Tenants made the following comments:

- a) They say that they have made the following improvements/repairs: new vinyl flooring in bathroom and WC; plastering of walls behind toilets; a new carpet; treated mould at the property; re-painted the property at a cost of £1500; laid slate and bark in the garden; repainted kitchen units and replaced handles; painted wall tiles in kitchen and bathroom.
- b) They say that they think the market rent of the property is £985, which would reflect RPI at 3%, because the comparables range from £1050-1100 but they are in a substantially better condition. The Landlord and letting agent confirmed that the property was let at a lower rent at the outset due to its state and condition. The rent includes a charge of £25 pcm for each pet at the property.
- c) The landlord has conducted no works to the property.
- d) The Tenant has been unable to use the lean to garage due to concerns about its safety.
- e) The property has a serious damp and mould issue affecting many walls and windows and on the ceiling inside the bedroom cupboard, for which the Landlord has disclaimed responsibility.
- f) There is an issue with the drains which has caused repeated toilet blockages.

12. The Landlord's agent responded:

- a) A property visit report, dated 4th December 2025 was provided, in which it was noted that the property was in good condition.

- b) Two best price guides were provided by GD Estates within three miles of the property and between 10th May-10th August 2026.
 - (i) In relation to the three bedroomed properties offered by the first guide, rents ranged between £1300-1685.
 - (ii) In relation to the three bedroom properties offered by the second guide, rents ranged from £1200-1400.
13. The Tenants replied
- a) They did not consider that the comparables were appropriate due to the size of the subject property, its significantly poorer condition, and overall standard.
 - b) The original inventory noted significant issues with the property.
 - c) They had agreed to address the mould issues themselves, although not in the cupboard, and that did not waive the Landlord's obligation.
 - d) There is an insect problem at the property, which has meant that doors have had to be taped up at the property.
 - e) The kitchen is not comparable with the standard reasonably expected of a fitted kitchen.
 - f) The upstairs WC does not have heating making it unusable during the winter.
 - g) Maintenance issues had not been dealt with.
 - h) Numbers 8 and 12 Palace Lane were offered as comparables between £1200-1400 but which had been updated in terms of condition and internal refurbishment.
 - i) Although the original inventory report supplied by the Tenants indicated that the property was in good condition at the outset, the Tenant comments indicated certain issues including damp/mould by the front door and to the cupboard ceiling, mould to window sealant and pipework, paintwork issues

Determination and Valuation

14. The Tribunal considered all the information provided by the parties.
15. The Tribunal considered that the evidence supplied by the Tenant supported their case regarding the state and condition of the property in relation to damp and mould; the kitchen and internal décor; and the improvements that the Tenants have made to the property.
16. 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 £1,300 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.

17. The Tribunal notes that the Tenants and Landlord's own valuations broadly coalesce at that figure on that basis.
18. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Damp and mould growth
 - b) The state of the kitchen and décor
 - c) Tenant's improvements

The full valuation is shown below:

Starting Rent	<u>£1,300 pcm</u>
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Less

a) Items given under a) above	£150
b) Items given under b) above	£100
c) Items given under c) above	£50

Open-Market Rent	£1,000 pcm
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Decision

19. Therefore, the Tribunal determines the market rent at £1,000 per calendar month with effect from 2nd October 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.