

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/33UG/MNR/2026/0143
Property	36A Cotman Road, Thorpe, Norwich NR1 4AF
Tenant	Christopher Mitchell
Tenant's Representative	Jill Soper
Landlord	Acestar Properties Limited
Landlord's Address	Medcar House, 149a Stamford Hill, London N16 5LL
Landlord's Representative	Goldspring Management Limited
Date of Application	3rd July 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	£600
Date the new rent takes effect	20th July 2026

REASONS FOR THE DECISION

Background

1. On 29th April 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £900 per month in place of the existing rent of £560 per month to take effect from 20th July 2026.
2. On 3rd July 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 July 2020, following a succession from a protected tenancy which begun in or around 1984. The rental period is monthly.

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

4. In their application form, the Tenant agreed that the notice was valid.

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 ground floor flat, offering the following accommodation:

Property: two bedrooms, kitchen, lounge, bathroom and hallway

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

The Property has off street parking.

Evidence

11. The Tenant made the following comments:
- a) They say that they have made the following improvements/repairs: installation of central heating; provisioning the garden; rewiring the property; internal decoration; large garden shed.
 - b) Repairs have been needed due to lack of maintenance.
 - c) The Tenant thinks the open market rent should be £670 because
 - a. the flat is in need of repair and modernisation.
 - b. The landlord has undertaken certain repairs (window replacement and cellar insulation) only because the local authority required these by serving notices in or around March 2024 and the required works have not been completed due to subsidence to an outbuilding. The Tenant has been living in a building site for over a year.
 - c. Comparable properties are all superior to the subject property and one bedroom properties have rents from £675-750.
 - d) The property has uninsulated solid walls, which makes it hard to heat, and looks rundown, and has been subject to structural movement and water ingress.
 - e) Since the previous Tribunal determination, new double glazed windows were fitted in September 2025, and insulation to the cellar and lounge, with extractor fans in the bathroom and kitchen (which the Tenant says are small and ineffective).
 - f) There has been some decoration since service of the notice, but this has been partial.
 - g) The garden has not been maintained and is overgrown.
 - h) There is a gap across the floor of the doorway following replacement of French windows in the lounge.

- i) There are ceiling and wall cracks in all rooms.
- j) The kitchen units and bathroom are unmodernised and 40 years old.
- k) There is damp and mould to the back bedroom and bathroom.
- l) The back bedroom is only a box room, and was regarded as such by the previous landlord.
- m) There have been disputes with the Landlord requiring the Tenant to vacate the flat in order to complete the works.

12. The Landlord responded:

- a) The Tenant's comparables are not the same in terms of size, location, and position.
- b) The property is in excess of 90 m2 and has two parking spaces..
- c) They had received advice from a letting agent that the property would rent at £950 pcm, due to its unparalleled location and position; and they had let a similar property in the same condition but "half the size" at £735pcm.
- d) The Landlord disputed the reason for cracks to the exterior and interior. Following investigation by JMS engineers, repairs had been done to the cracks. The Landlord exhibited the structural inspection report provided by JMS.
- e) There have been extensive works to rectify the roof leaks in recent years.
- f) The Tenant uses the back bedroom as his bedroom.
- g) The local authority removed the notices in or around March 2026.
- h) The landlord is a conscientious landlord and executed works in addition to those required by the local authority.
- i) The Landlord had removed two trees from the garden and is awaiting permits for the others.
- j) The Landlord exhibited a report from Sowerbys to establish best market price. Two bedroom properties were provided as comparables at rents between £850-950 pcm.

13. The Tenant replied

- a) The parties' comparables were, broadly, aligned. The issue concerned the poor state of the subject property.
- b) Sowerby's have not inspected the subject property and the Landlord's recent letting was not in the same condition.
- c) The Tenant took issue with the Landlord saying that he had not provided access to the Landlord's contractors, that he does not heat the flat adequately, that the front bedroom is too noisy, and that it was necessary for the Landlord to obtain the local authority permission to remove the trees.
- d) The Tenant set out the further repairs needed to the property.

- e) The Tenant provided a chart comparing the features of the other properties with the subject property.
- f) The Tenant set out the local housing allowance and evidenced that the local authority does not provide further subsidy.

Determination and Valuation

- 14. The Tribunal considered all the information provided by the parties.
- 15. The Tribunal noted that the Tenant and Landlord's comparables were broadly aligned and within the same range.
- 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 £900 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 noted that rental level was within the range offered by both Tenant and Landlord.
- 18. The Tribunal considered that the evidence supplied by the Tenant made good their case regarding the structural disrepair at the property, including the cracks to the walls; that the kitchen and bathroom are dated; the garden is overgrown; there is damp and mould at the property; and the Tenant has made improvements, including the installation of central heating (which was not disputed by the Landlord).
- 19. The Tribunal noted that the Landlord had not provided evidence of the letting of a similar property in the same condition at £735pcm.
- 20. From the level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Structural disrepair
 - b) Damp and mould growth
 - c) Dated kitchen and bathroom
 - d) Overgrown garden
 - e) Tenant's improvements

The full valuation is shown below:

Starting Rent

£900 pcm

Less

a)	Items given under a) above	£85
b)	Items given under b) above	£75
c)	Items given under c) above	£75
d)	Items given under d) above	£15
e)	Items given under e) above	£50

Open-Market Rent**£600 pcm****Undue hardship**

21. 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.
22. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because he is ill and disabled, and reliant on social security. Social security payments would not cover the increased rent. Due to the issues with the property and the additional work required, he has additional expenses.
23. The Landlord requested proof of the Tenant's undue hardship and that social security would not cover the increased rent.
24. The Tenant replied that the local housing allowance is £693.40 monthly.
25. As a result of our decision the rent will increase by £40 per month but will remain within the local housing allowance. Accordingly, the Tribunal considers that the new rent would not cause undue hardship and does not fix a later starting date.

Decision

26. Therefore, the Tribunal determines the market rent at £600 per calendar month with effect from 20th 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 (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.