

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/12UE/MNR/2026/0078
Property	38 Durham Way, Wyton On The Hill, Huntingdon, Cambridgeshire PE28 2ET
Tenant	Nicola Clements
Tenant's Representative	N/A
Landlord	Places for People Living Plus
Landlord's Address	c/o Touchstone CPS, 2 Crescent Office Park, Clarks Way, Bath BA2 2AF
Landlord's Representative	Sarah Freeman / Timothy Grautstuck
Date of Application	30 March 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 Hearing / Decision	30 September 2026
Rent Determined	£975 per calendar month
Date the new rent takes effect	1 May 2026

REASONS FOR THE DECISION

Background

1. On 26 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £975 per calendar month (pcm) in place of the existing rent of £900 pcm, to take effect from 1 May 2026.
2. On 30 March 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 1 November 2021. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985 (absent written terms).

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. None.

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. None.

Inspection/Hearing

8. A remote hearing took place by Cloud Video Platform on 30 September 2026, following an earlier listing on 9 September 2026 which had been moved because the Tenant was abroad. The Tenant had requested a hearing. Neither party requested an inspection and the Tribunal considered that one was not required in order to determine the matters in issue.

9. The Tenant, Nicola Clements attended and represented herself. The Landlord was represented by Sarah Freeman and assisted by Timothy Grautstuck of the Landlords agents, Touchstone.
10. The Tribunal had a single bundle running to 167 pages. At the outset it considered applications relating to the late admission of evidence as follows: (1) the Landlord's surveyors' evidence dated 9 April 2025, and (2) a letter from the Tenant to the Tribunal dated 24 September 2026 with embedded photographs of the recently completed works. It was clarified that the report in the bundle was dated 9 April 2025; a later report was said to exist but had not been filed. The Tenant did not object to the 9 April 2025 report being admitted into evidence. The Landlord did not object to the Tenant's 24 September 2026 letter being admitted into evidence. Both were considered in the context that materials work had been completed since the application to the Tribunal, the photographs in the bundle were therefore of limited assistance, and the Tribunal needed to understand the condition of the Property at the date of its determination.
11. The Tribunal considered the documentary evidence, photographs and plans, the parties' oral submissions and its own knowledge and specialist expertise.

The Property

12. The Property is a two-bedroom mid-terraced house.

The Property benefits from a living/dining room, separate kitchen, utility room, two double bedrooms and a bathroom, together with front and rear gardens. The front garden allows for off-road parking.

The floorplans available in the bundle show a living/dining room approximately 17 ft 8 in by 13 ft 8 in, a kitchen approximately 13 ft 2 in by 7 ft 3 in, a utility room approximately 7 ft 4 in by 4 ft 6 in, bedroom 1 approximately 17 ft 10 in by 11 ft in, and bedroom 2 approximately 11 ft 11 in by 10 ft 1 in. The bathroom contains a bath with shower over, basin and WC.

The Tenant described the immediate location as having limited public amenities for residents without access to the adjoining Ministry of Defence site. The Property is a former MoD owned property; as are others in the area. The Tenant said that the nearest shop was about 2.5 miles away and the nearest bus stop about a mile away.

Evidence

13. The Tenant submitted an application form and the Landlord returned the Tribunal's response form. There was a reply from the Tenant in the standard form.

The Tenant's submissions

14. The Tenant opposed the proposed rent increase and maintained that the condition and location did not justify the proposed figure. In her written reply she contended that the Landlord had selected properties in substantially better condition and that properties a few miles away could be obtained for materially lower rents. She sought continuation of the existing £900 rent pending refurbishment works including a replacement kitchen, replacement carpets and general decoration.
15. At the hearing, the Tenant emphasised that the Property is a former MoD property and asserted that Wyton On The Hill is distinct from Wyton. She said ordinary local amenities were limited and the shop on the camp was not generally available to members of the public.
16. The Tenant accepted that works had been undertaken since her application however condition remained central to her case. In her letter dated 24 September 2026 she described the works carried out after the proceedings began. She said the hall, stairs, landing, bathroom, one bedroom, living room and kitchen had been painted but the contractor had been instructed not to paint the woodwork, leaving yellowed or paint-splashed skirtings and doors. She said the living room and stair carpets had been replaced without complaint. The kitchen work had then been undertaken after changes to the proposed start date. Although units were moved, she said the worktop arrangement prevented her fridge/freezer from fitting in the intended space, leaving it in the utility area, and requiring rollers beneath a chest freezer to obtain access. She said the worktop ran at an angle; tiling and grouting were poorly finished; grout or debris had been left beneath the new vinyl producing bumps; shelving to base units had been left incomplete; the under-sink shelf remained unfitted; and worktops had been marked during painting. She also said installation works had resulted in a hole into the stair area which had been filled but not sanded smooth; this was then painted in a colour which did not match the stairwell. The photographs accompanying the letter illustrated the matters she relied upon concerning the kitchen, flooring and finishing.
17. The Tenant also said that a new toilet and water pump had been installed. The pump had resolved the longstanding shower-pressure issue, but she said the toilet installation had left an unfinished gap in the flooring. Her case was not that no improvement had been made. Rather, she maintained that the recent works remained incompletely or poorly finished and therefore did not bring the

Property to the presentation standard of the Landlord's private-market comparables.

18. In terms of rental evidence, the Tenant provided no direct comparables however she asserted that larger homes were being let at equal or lower rents and that the Property's condition meant that an increase was not justified. The Tenant accepted that this was a private tenancy (having asserted in her application that it should be treated as social housing) but disputed that the Property should be valued as though it matched the presentation and specification of the private comparables relied upon by the Landlord. The Tenant said that only a small number of properties in her street were privately rented by the Landlord and said that her immediate neighbours were paying £975 pcm. She also referred to another property which was larger but with lower rent but there were no particulars supplied.

The Landlord's submissions

19. Ms Freeman and Mr Grautstuck relied on the Best Price Guide submitted with the Landlord's response. This showed two-bedroomed properties advertised at the time within 0.25 miles of the Property. They submitted that the evidence showed the relevant market rent to be around £975 to £1,095 pcm. They said that their properties are let at about £1,050, which followed an audit undertaken by independent agents, Savills, which included spot checking of some properties; this did not include the Property. Ms Freeman said that the Landlord managed property locally and, notwithstanding valuation evidence at £1,050, had chosen £975 to avoid imposing the full market movement on the Tenant straight away. Ms Freeman did concede that the Landlord had recognised the need for refurbishment works and this was a factor in not increasing to full market rent.
20. The Landlord stressed that the Property is in its private investment portfolio, not social housing. Rents charged in grant-funded or section 106 social stock were not valid direct comparables for an open-market determination. Savills valuations in the preceding year had been £1,050, although no report or other evidence from them was provided.
21. In relation to condition, the inspection dated 9 April 2025 assessed the exterior generally as fair but the fascias, soffits and rainwater goods were poor; the kitchen was poor and ready for renewal; lounge and hallway carpets were poor and worn at thresholds; the bathroom was fair with low shower pressure; bedroom decoration was good; and the rear garden was fair. The inspection recorded no damp or mould and stated that extensive works would be required to re-let the Property if it became void.

22. The Landlord accepted these required works but stated that they had now been carried out, including carpets, decoration and kitchen replacement. Ms Freeman accepted at the hearing that the standard of handover and snagging was not acceptable. She stated that a surveyor had sought access in early September 2026 to inspect the kitchen works and that the Landlord would address outstanding snagging. The Tenant denied that she had been contacted for access, however the Tribunal observed during the hearing that these were not factual disputes it could resolve and its focus must be the condition of the Property as it stood at the time of its determination.
23. In relation to hardship, the Landlord mentioned its money advice team and offered a referral. It maintained that there was no documentary evidence establishing undue hardship.
24. The Landlord referred in its written response to several comparable properties which were further explained during the hearing. These were as follows:
 - i. Somerset Road, Wyton: £1,095 pcm. A two-bedroom terraced house, let agreed after marketing between 21 March and 29 April 2025. The particulars identify two double bedrooms, parking for two cars, gas central heating, white goods, enclosed garden and a downstairs cloakroom.
 - ii. Bedford Close, Wyton: £1,050 pcm. A two-bedroom end-of-terrace house, marketed between 20 November 2025 and 5 January 2026. The limited particulars describe it as a good-sized two-bedroom end terrace.
 - iii. Churchill Avenue, Wyton: £1,050 pcm. A two-bedroom semi-detached house, let agreed after marketing from 24 July to 14 October 2025, with two double bedrooms, parking to the front and built-in storage.
 - iv. Durham Way, Wyton: £1,050 pcm. A two-bedroom end-of-terrace house on the same road, marketed from 27 October to 29 December 2025. There were limited particulars.
 - v. Churchill Avenue, Wyton: £995 pcm. A two-bedroom end-of-terrace house marketed briefly in February 2025. Its particulars identify two double bedrooms, kitchen/breakfast room, living/dining room, downstairs cloakroom, good-sized gardens, two-car parking, gas heating and double glazing.
 - vi. Bath Close, Wyton: £975 pcm. A two-bedroom mid-terraced house, let agreed after marketing from 9 to 29 January 2026. It had two double bedrooms, enclosed rear garden, downstairs cloakroom, two off-road parking spaces, UPVC double glazing and gas central heating.

Determination and Valuation

25. 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.
26. The Tribunal rejected the suggestion that social or housing-association rent levels should determine the statutory market rent. The submissions from both parties established that this Property is held in the Landlord's private, non-grant-funded portfolio.
27. The Tribunal considered the submissions and evidence relating to condition and, in particular, the material change of position since the application. The 2025 inspection objectively recorded a poor kitchen, poor carpet condition at thresholds, fair decoration in the principal circulation and living areas, a fair bathroom with low shower pressure and poor fascias, soffits and rainwater goods. The Tenant's 24 September 2026 letter and photographs confirmed that substantial works were later undertaken to carpets, decoration, shower pressure, the toilet and kitchen, but also identified some of what she said were defects in finish: unpainted and yellowed woodwork, poor tiling and grouting, an uneven or angled worktop (not visible from the photographs), an unsuitable fridge/freezer space (in the Tenant's view), bumps beneath new vinyl, incomplete shelving, an unfinished area around the toilet and an unsmoothed repair to the stair wall. The Landlord itself accepted at the hearing that the handover was not acceptable and that snagging remained to be addressed. The Tribunal therefore regarded the later material as supporting the Tenant's submissions that the Property, even following improvement works, did not present to the standard of a freshly marketed, fully finished private letting. However, the Tribunal was of the view that all of the items noted were minor in nature and would likely be addressed prior to any hypothetical marketing for let. That was the position of the Landlord at the hearing but the Tribunal would in any event expect a property to be presented in a reasonable way when marketing. The Tribunal therefore disregarded the poor finishes and snagging items as matters which would likely be addressed in any event. The Tribunal did not consider the issues with the kitchen worktop or fridge space to be repairing items or, in any event, likely to impact on market rent. The Tribunal also noted that the Landlord's contractor had allowed the Tenant to choose the paint colour in one room and, although the Tenant raised issues with the quality of some of the painting, it is in fact the

Tenant that is required under clauses 2.45 to 2.47 of the tenancy agreement to decorate the inside of the Property 'to a good standard'. For the reasons mentioned above, these decorative issues did not materially impact on market rent.

28. The Tribunal did not value historic inconvenience, the timing of the works, the Tenant's dissatisfaction with contractors or allegations about the conduct of individuals as such. Those matters are not themselves part of the statutory valuation exercise. The significance of the Tenant's 24 September 2026 letter lay in the physical condition and amenity matters it identified. Equally, the Tribunal did not accept that historic shortcomings justified retaining the rent at £900 without regard to the local market evidence. The correct approach was to assess the subject Property in its actual condition and make appropriate allowances against better-presented comparables.
29. The comparable evidence formed a coherent local bracket. Four of the Landlord's comparables were at £1,050 or £1,095 pcm. One of the Churchill Avenue properties was semi-detached, which is superior to the Property, thus the £1,050 pcm figure therefore points to a lower figure for the subject Property after adjustment. The other Churchill Avenue property was £995 pcm. The Somerset Road was £1,095 pcm and is broadly similar in type and locality but was marketed at the top of the range and with useful additional features. It supports a good-condition market level above £975 but requires downward adjustment for the Property's finishing and condition. Bedford Close had insufficient detail to compare internal condition precisely. It nevertheless supports a local market above £975 for a well-presented two-bedroom house. The higher examples were generally end-terrace, semi-detached, better equipped or insufficiently evidenced as to condition. The Durham Way £1,050 example was particularly relevant on location, but it was an end terrace. This is preferable to the subject mid-terrace, and the limited particulars prevent exact condition adjustments, but its £1,050 asking level provides strong support for a subject rent below, but reasonably close to, £1,050. Bath Close demonstrated £975 for a mid-terraced two-bedroom house with broadly similar core accommodation and local setting. This was the closest comparable by house type and rent. Its cloakroom and two parking spaces were advantages, but the subject Property also has two double bedrooms, gardens and parking. The Tribunal considered this local letting persuasive evidence that £975 pcm was attainable for a broadly comparable mid-terrace in the relevant market. This view is supported by Ms Freeman's confirmation that the two neighbouring tenants are currently paying rents of £975, as noted in paragraph 19 above.
30. Standing back, the Tribunal considered that a fully finished and well-presented example of the subject house would command around £1,050 pcm in the evidenced market. A downward allowance was appropriate for the subject being

mid-terrace and, more importantly, for its inferior presentation even allowing for recent works and disregarding residual defects in finish. The matters described in the Tenant's 24 September 2026 letter reinforced the need for that adjustment, particularly in comparison with the higher-priced properties which appeared better equipped or presented. Those adjustments brought the value to £975 pcm. This figure was also independently supported by the Bath Close letting at £975 for a local two-bedroom mid-terrace, and sat conservatively below the same-road Durham Way and other £1,050 comparables.

31. Relying on its own expert, general knowledge of rental values in the area, and the limited information on comparables provided by the parties, the Tribunal considers that the market rental of the subject Property would be in the order of £975 pcm. This is the rent we would expect the Property to let for in the open market in its condition at the date of our determination.

Market rent

£975 pcm

Undue hardship

32. 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.
33. The Tenant asked the Tribunal to fix a later starting date by asserting that the proposed rent would cause undue hardship. She said that she was age 60, she worked two jobs and a rent increase would require more hours in her second job, including Sundays and evenings. She referred to utility bills, council tax and the tax effect of a second job.
34. The Tribunal recognises that the increase from £900 to £975 pcm is material. However, there was no documentary financial evidence demonstrating that commencement on the date in the Landlord's notice would cause hardship which was undue. The fact that the Tenant would need to adjust working hours or household expenditure did not, without more, establish the statutory threshold.
35. The Tribunal therefore finds that undue hardship has not been proved and the rent takes effect from 1 May 2026, the date specified in the notice.
36. As a result of the Tribunal's decision, the rent will increase from £900 pcm to £975 pcm, meaning an increase for the Tenant of £75 a month. The date specified in the Landlord's Notice was 1 May 2026.

Decision

37. Therefore, the Tribunal determines the market rent at £975 per calendar month with effect from 1 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 (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.