	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/12UC/MRA/2026/0045**
Property	**22C Chiefs Street, Ely, Cambridgeshire, CB6 1AT,**
Tenant	**Matthew Afford**
Tenant's Representative	**None**
Landlord	**Peter Audus Ltd**
Landlord's Address	**22D Chiefs Street, Ely, Cambridgeshire, CB6 1AT**
Landlord's Representative	**Vicky Howard, Queenan Limited T/A Keeleys Letting & Property Management**
Date of Application	**27 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Alice Holtom** **Patrick McGreal MRICS**
Date of Decision	**16 October 2026**
Rent Determined	**£625 per calendar month**
Date of Valuation	**3 August 2026**
Date the new rent takes effect	**4 November 2026**

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REASONS FOR THE DECISION

Background

1. On 28 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £650 per calendar month (pcm) in place of the existing rent of £520 pcm to take effect from 3 August 2026.

2. On 27 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. On 27 August 2026 the Tenant submitted an Order 1 Application seeking permission to rely on further evidence. The evidence submitted related to historical maintenance records, previous pest control invoices, Interim Visit Reports dated 11 October 2024, 16 April 2025, 28 January 2026 and 27 April 2026, and correspondence between the Local Authority and the Landlord. On 18 September 2026 the Tribunal granted the Application.

4. On 25 September 2026 the Tenant submitted a further Order 1 Application seeking permission to rely on further evidence of CCTV images and correspondence between the Tenant and the Landlord of alleged antisocial behaviour and harassment by neighbours.

5. The tenancy commenced on 4 February 2019 and is a periodic tenancy. The rental period is monthly.

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 curtain and white goods specified below) and the costs relating to the same.

7. None

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. None

Hearing

10. 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

11. The Property is a 22m² first-floor studio flat, offering the following accommodation:

    Property: Kitchen, living room/bedroom, hallway and bathroom.

    Outside: Garden and an allocated off-street parking space.

    The Property benefits from double glazing, electric heaters and standard kitchen and shower room fixtures.

    The Property is situated less than ½ mile from Ely Cathedral and approximately one mile from the City's mainline railway station. Access to the Property is gained from the rear of the building by way of a metal staircase. The Energy Performance Certificate for the property records the floor area as 22m².

Evidence

12. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

13. The Tenant made the following comments:

    a) The flat is exceptionally small (approximately 22m²) and that the proposed rent is disproportionate when compared with neighbouring and local properties.

    b) The property suffered from numerous defects and disrepair issues, including
        i. Rusting external staircase.

ii. External structural crack.
iii. Damp, condensation and mould issues.
iv. Failed bathroom ventilation.
v. Cracking throughout the property.
vi. Deterioration around doors and windows causing drafts and moisture ingress.
vii. Kitchen and bathroom sealant failures.
viii. Damaged carpet
ix. Poor overall decorative condition

c) There had been historic issues with a rat infestation in the loft. The Tenant provided Pest Control Invoices for Landlord, the most recent dated 29 December 2025.

d) Decoration, new carpets and replacement flooring were only arranged after the rent increase notice was served and should not be relied upon to justify a higher market rent.

e) Many problems were longstanding and that the landlord had failed adequately to maintain the property over a number of years. The Landlord's interim reports are factually inconsistent, noting that the property condition is good and no maintenance issues had been reported when the photos show the damaged carpet and record the Tenant asking that the carpet is replaced.

f) Several of the Landlord's comparables are not truly comparable because they are substantially larger, more modern, in a better condition, or otherwise materially different from the subject property.

g) The Tenant has considered the rental cost per square meter for the Property under the proposed rent as £29.55 per m^2. It is the Tenant's contention that the neighbouring property rents at £23.76 per m^2 based on the floor plan of the neighbouring property.

h) Due to a lack of properties of a similar small scale ($22m^2$) currently listed or rented nearby, the immediate neighbouring property within the building has been used for comparative purposes

i) The Tenant proposes a market rent of £522 pcm

14. The Tenant provided the following comparables:

a) 22b Chiefs Street: Ground floor flat consisting of one double bedroom, kitchen, lounge and bathroom, gas central heating and one allocated

parking space. At an agreed rent of £860pcm across an adjusted floor area of 36.2m² the property is priced at £23.76m².

b) The Tenant provided a table summarising the size and rent of 10 properties in Ely and Littleport, concluding that the average price per square metre in Ely is £24.62 and the average price per square metre in Littleport is £17.92.

The Landlord

15. The Landlord made the following comments:

a) The open market rent is £700 pcm but, in recognition of the Tenant's long occupation of the Property, the Landlord proposed a rent of £650 pcm.

b) The proposed rent remains in line with, and in some cases below, rents being achieved for similar properties locally.

c) The Tenant's claims over past disrepair are not agreed. A computer printout showing repairs attended to in the past was submitted. Some of the repairs are in any event cosmetic in nature.

d) Complaints about historic management issues, pests, neighbours or communication do not affect the assessment of market rent and renovation works were completed by 17 July 2026.

e) The list of maintenance and repairs issues was generated in retaliation to the rent increase.

f) Following the renovation works, the property was reinspected on 17 July 2026, and the Landlord provided a copy of the inspection report. It is noted some of the conclusions of the Inspector were not agreed by the tenant.

g) The Landlord let out 22B Chief Street on 10 July 2026 at an agreed rent of £860 pcm and supplied a copy of the redacted tenancy agreement as evidence.

16. The following one-bedroom comparables were provided by the Landlord:

a) 6 Lantern Court, High Street: marketed for £1,000 pcm.

b) Main Street, Littleport: marketed at £695 pcm and let agreed.

c) Adams Forge, Littleport: marketed at £750 pcm and let agreed.

d) Globe Lane, Littleport: marketed at £700 pcm and let agreed.

e) Northminster House, High Street Back: marketed for £975 pcm and let agreed.

f) Flat 7 Lantern Court, High Street: marketed for £1100 pcm.

g) Parsons Lane, CB6: marketed for £823 pcm.

h) Prickwillow Road, Ely: marketed for £900 pcm.

i) Market Street, Ely: marketed at £850 pcm. This is a retail property.

j) 6 Lantern Court, High Street Back: marketed for £1000 and let agreed.

k) Fore Hill, Ely: Marketed for £850 pcm.

Determination and Valuation

17. 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. The Tribunal is not concerned with determining historic disputes between the parties save insofar as such matters affect the market rental value of the Property.

18. The parties dispute both the existence and extent of historic disrepair at the Property and responsibility for any remedial works. The Tribunal's function in these proceedings is to determine the open market rent of the Property. It is not required to determine liability for alleged breaches of repairing obligations or to adjudicate upon broader disputes between the parties. The Tribunal notes that concerns regarding the condition of the Property have also been raised with the local authority. Those matters do not fall to be determined in these proceedings.

19. The Tribunal has considered the Tenant's statement and evidence in respect of allegations of antisocial behaviour and harassment by neighbouring occupiers. The Tribunal notes that the Tenant acknowledged to the Landlord that the individuals concerned had vacated the neighbouring property on or before 1 June 2026. The Tribunal does not therefore consider these matters materially affect the market rent of the Property at the valuation date.

20. The Tribunal has considered the comparable evidence provided by both parties. It accepts that there are limited directly comparable properties available due to the unusually small size and uniqueness of the subject Property. The Tribunal notes that both parties place particular reliance upon the recent letting of 22B Chiefs Street. The Tribunal agrees that this provides the most reliable indicator of market rent as it is located within the same building, shares similar characteristics and represents an actual evidenced letting achieved at or around the valuation date.

21. The Tenant's evidence indicates that 22B Chiefs Street has a floor area of approximately 36.2m². This figure has not been disputed by the Landlord. The Tribunal therefore accepts that 22B is substantially larger than the subject Property, being approximately 65% greater in floor area.

22. The Tribunal has considered the Tenant's analysis based upon a price-per-square-metre comparison which based upon the achieved rent of £860 pcm, equates to approximately £23.76m².

23. Whilst this approach is a useful cross-check, it cannot be applied mechanistically. In the Tribunal's experience, smaller dwellings frequently command a higher rental value per square metre than larger dwellings. Accordingly, differences in floor area cannot be accounted for solely through a direct mathematical adjustment.

24. Taking account of the relative sizes of the two properties and applying its experience of the local rental market, the Tribunal considers that the subject Property would be expected to command a higher rental rate per square metre than 22B if otherwise similar in condition and amenity.

25. The Tribunal has also considered the wider rental evidence provided by the Landlord. Whilst the majority of the Landlord's comparables are larger one-bedroom flats and therefore cannot be directly compared with the subject Property, they provide a useful indication of the strength of the local rental market. Taking account of the size of the subject Property, the evidence of the recent letting of 22B Chiefs Street and the other rental evidence before it, the Tribunal is satisfied that a market rent of £625 pcm is consistent with the local market at the valuation date.

26. The Tribunal accepts that there is evidence of historical disrepair and maintenance concerns at the Property. However, for valuation purposes the relevant consideration is the condition of the Property at, or close to, the valuation date. The Tribunal therefore places particular weight upon the inspection and inventory evidence dated 17 July 2026, which was prepared shortly before the valuation date and bears the signatures of both parties.

Regardless of the circumstances in which the works were carried out, this evidence provides the most reliable indication of the condition of the Property as at, or immediately before, 3 August 2026.

27. Whilst the Tenant disputes aspects of that evidence, the Tribunal is not satisfied that the matters remaining in dispute are of such significance as to justify a reduction in the market rent otherwise determined.

28. The Tribunal also takes account of features specific to the subject Property. Access is gained from the rear of the building by way of an external metal staircase, making the Property less prominent and potentially less attractive to some prospective tenants. Against this, the Property benefits from there being no accommodation directly above, thereby reducing the likelihood of impact noise from neighbouring occupiers.

29. Having regard to the evidence before it, including the condition of the Property at or around the valuation date, the letting of 22B Chiefs Street, the wider rental market evidence and the Tribunal's own expertise, the Tribunal determines that the rent at which the Property might reasonably be expected to let on the open market at the valuation date was £625 pcm.

Undue hardship

30. 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.

31. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant said that implementation of the increased rent would cause undue hardship. The Tenant asserted that, whilst they could manage the usual monthly payments, the prospect of an increase taking effect from the date specified in the notice would cause financial strain.

32. The Landlord submitted that the Tenant had been given notice of the proposed increase and sufficient time to make arrangements for the higher rent.

33. The threshold for establishing undue hardship is a high one. The Tenant has provided no financial evidence in support of the application. The Tribunal further notes that, as a consequence of the statutory scheme, the determined rent will take effect prospectively from 4 November 2026 and there will be no liability for any backdated rent. In those circumstances, the Tribunal is not satisfied that implementation of the new rent from the statutory commencement date would cause undue hardship.

34. On the basis of the evidence provided, the Tribunal is not satisfied that implementation of the determined rent from 4 November 2026 would cause undue hardship and therefore declines to fix a later commencement date.

Decision

35. The Tribunal determines the rent at £625 per calendar month with effect from 4 November 2026, being the beginning of the first new period of the tenancy commencing on or after the date of determination.

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 after 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.