	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/42UD/MRA/2026/0013**
Property	**86 Sirdar Road, Ipswich, Suffolk, IP1 2LB**
Tenant	**Vania Monteiro**
Tenant's Representative	**None**
Landlord	**Janice Cobb**
Landlord's Address	**C/o 46 Tower Field Road, Rendlesham, Woodbridge, Suffolk, IP12 2UL**
Landlord's Representative	**Haydn Jacks Limited, 46 Tower Field Rd, Rendlesham, Woodbridge IP12 2UL**
Date of Application	**25 June 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	**£765 per calendar month**
Date of Valuation	**9 September 2026**
Date the new rent takes effect	**9 November 2026**

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REASONS FOR THE DECISION

Background

1. On 23 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £765 per calendar month (pcm) in place of the existing rent of £715 pcm to take effect from 9 September 2026.

2. On 25 June 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. The tenancy commenced on 9 December 2019. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. 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.

5. None provided

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

Hearing

8. Neither party requested an oral hearing. The Tenant requested an inspection. The Tribunal refused that request and provided written reasons dated 17 July 2026.

9. 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

10. The Property is a two-bedroom terraced Victorian house of traditional solid brickwork under a tiled pitched roof, offering the following accommodation:

    Property: Lounge/diner, kitchen, two bedrooms and bathroom.

    Outside: Rear garden

    The Property benefits from gas central heating and double glazed windows and doors.

    The Property is situated about a mile to the north of the town's railway station and town centre.

Evidence

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

The Tenant

12. The Tenant made the following comments:

    a) The monthly market rent they should pay is £750 pcm

    b) The Property is not being repaired. The condition has deteriorated since the commencement of occupation seven years ago.

    c) There is mould in the property. The tenant has asked the Landlord to paint the property to prevent the mould, but they have not done this.

    d) The Landlord has installed a fan, but this has not resolved the issue, and the mould continues to grow.

13. The Tenant did not provide comparable rental evidence.

The Landlord

14. The Landlord made the following comments:

a) The Landlord confirmed that they had provided the most recent inspection report carried out on 9 February 2026.

b) The Landlord keeps the house in good condition, including all compliance certificates.

c) In late 2025 they had two mechanical extractors installed. The landlord's husband who is a retired builder, carries out most of the maintenance and has visited the house on numerous occasions to carry out repairs.

d) There are currently no outstanding repairs that fall under landlord obligation.

e) The Tenant is constantly pushing for the landlord to decorate internally and replace carpets, which are improvements needed due to the tenant's use of the Property either through wear and tear or lack of care.

15. The following comparables were provided by the Landlord:

a) Stevenson Road. A nearby one bedroom flat in a modern three storey block marketed at £800 pcm and a let is agreed but the agreed rent is not confirmed.

b) 12 Sirdar Road. A terraced Victorian two-bedroom house in the same street as subject property. Marketed at £1,000 pcm.

c) 15 Sirdar Road. A terraced Victorian two-bedroom house in same street as subject property. Marketed at £1,100 pcm and let at that rent (confirmed in writing by letting agent).

d) Gatacre Road. A terraced Victorian three-bedroom house. Available for let in August 2026. Marketed at £1,100 pcm.

e) Bulwer Road. A terraced Victorian two-bedroom house in the locality. Marketed at £900 pcm in June 2026 and let agreed but the agreed rent is not confirmed.

Determination and Valuation

16. 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.

17. The Tribunal notes that the Landlord provided comparable rental evidence whereas the Tenant did not. Accordingly, the Tribunal had regard to the landlord's comparables, whilst recognising their limitations, in determining the market rent.

18. The Landlord relied on a number of comparable properties in the local area, including properties on Sirdar Road, Bulwer Road, Gatacre Road and Stevenson Road. The rents achieved or advertised for those properties were generally in excess of the rent proposed by the landlord and indicated a market level above the current rent. Whilst no comparable is identical to the subject property and adjustments must be made for differences in size, condition and location, the Tribunal considers that the landlord's comparables provide a useful indication of the local rental market.

19. The Tribunal places limited weight on the tenant's allegations of disrepair. Although photographs were provided, no schedule of specific defects was produced, and the Tribunal is unable to assess from the evidence the extent of any alleged disrepair. The tenant acknowledged that only a small number of items required attention and stated that the principal concern was securing repairs rather than the level of rent.

20. The landlord produced photographs from the most recent inspection which indicated that the property was in reasonable lettable order.

21. The Tribunal's function in these proceedings is to determine the open-market rent. It is not required to determine whether either party has complied with their obligations under the tenancy.

22. The Tenant has confirmed that the dispute raised is not in relation to rent, but to alleged ongoing failings by the Landlord to carry out repairs.

23. Two comparables on Sirdar Road are of particular assistance because they are situated within the same street as the subject property. However, limited weight can be attached to the advertised rents because, with the exception of number 15, no evidence was provided that the properties actually achieved those figures. The Tribunal also notes that number 15 appears to have been recently modernised.

24. The Tribunal recognises that the subject property is not presented to the same standard as the strongest comparable evidence, particularly number 15 Sirdar Road, which appears recently refurbished. Taking account of those differences in presentation and condition, the limitations of some of the comparable evidence,

together with the evidence as a whole and the Tribunal's own expertise, the Tribunal assesses the open-market rent at £950 pcm.

Decision

25. The Tribunal determines the new rent at the amount proposed by the Landlord of £765 per calendar month as this is lower than the open-market rent of £ 950 determined by the Tribunal with effect from 9 November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the 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.