	**FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00JA/MRA/2026/0034**
Property	**67 Gordon Avenue, Peterborough, PE2 9HS**
Tenant	**Sayim Yagmur** **Fadime Burccu Yagmur**
Tenant's Representative	**N/A**
Landlord	**Janine Meylan**
Landlord's Address	**Lytchett House, 13 Freeland Park, Poole, BH16 6FA**
Landlord's Representative	**N/A**
Date of Application	**16 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Tribunal Member David Hunt MRICS**
Date of Decision	**8 October 2026**
Rent Determined	**£1,175 per calendar month**
Date the new rent takes effect	**15 October 2026**

REASONS FOR THE DECISION

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Background

1. On 8 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,215 per calendar month (pcm) in place of the existing rent of £1,175 pcm to take effect from 15 August 2026.

2. On 16 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. The tenancy commenced on 15 July 2022. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per sections 11 -16 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.

5. None

Liability for Council Tax

6. The Tenants are 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 Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is an end of terrace house offering the following accommodation:

   Property: 3 bedrooms, lounge, kitchen/diner, 1 bathroom with separate toilet

   Outside: Rear garden and a garage

   The Property benefits from gas central heating and double glazing throughout. The entrance hall is carpeted, the living room and kitchen have wooden flooring, the stairs and upstairs have carpet flooring.

   The Property is situated on the outskirts of Peterborough with transport links into Peterborough and local amenitites.

Evidence

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

The Tenant

11. The Tenants submitted that the open market rent should be determined at £1,090 per calendar month. In support, they relied upon searches of comparable three-bedroom terraced properties within approximately 0.5 miles of the subject property undertaken in June and July 2026 using online property portals. The Tenants contended that those comparables demonstrated average asking rents of approximately £1,097 per month and that this provided a fair reflection of the market rent for the Property.

12. The Tenants described the Property as a standard three-bedroom terraced house with no premium features. They stated that the third bedroom was a small box room, that the Property was fitted to a standard specification with older flooring, and that it should not attract a premium rent. The Tenants further submitted that they had maintained the Property during the tenancy and had paid rent throughout their occupation.

13. In response to the Landlord's evidence, the Tenants submitted that issues relating to occasional delays in rent payments were not relevant to the Tribunal's statutory task of determining the open market rent. They also contended that expenditure incurred by the Landlord on works to the Property largely comprised necessary repairs and compliance with the Landlord's repairing obligations, including works to remedy a defective boiler, water leaks and fire damage, and should not be treated as improvements justifying a higher rent.

14. The Tenants further disputed the relevance of matters raised concerning the growth of ivy at the Property, submitting that this related to the exterior of the building and was not a tenant responsibility. The Tenants also referred to the history of rent negotiations between the parties and submitted that previous increases had exceeded inflationary benchmarks and were influenced by the Landlord's personal financial circumstances rather than market evidence.

15. The Tenants criticised a number of the Landlord's comparables on the basis that they were situated in different neighbourhoods some distance from the subject property and therefore did not accurately reflect the local market. The Tenants maintained that primary weight should be given to the comparables they had provided within approximately 0.5 miles of the Property and submitted that those comparables supported an open market rent of £1,090 per calendar month.

16. The Tenants relied upon a number of three-bedroom terraced and end-terraced properties located within approximately 0.5 miles of the Property. The Tribunal accepts that the geographical proximity of those properties provides a useful starting point when assessing the local rental market. However, the evidence consisted largely of screenshots from online property portals showing asking rents and limited property particulars. The Tribunal was not provided with floorplans, dimensions, EPC ratings, detailed photographs, or sufficient information regarding the condition, specification and accommodation of the comparables. Consequently, whilst the Tribunal derived some assistance from the Tenants' comparables, it treated them with caution and attached only moderate weight to them. Particular caution was exercised in relation to Earl Spencer Court, which was described as a new-build property and may therefore attract a premium not applicable to the subject Property. The Tribunal was nevertheless satisfied that the Tenants' evidence demonstrated that three-bedroom terraced properties in the immediate locality were being marketed broadly within a range of approximately £1,000 to £1,150 per calendar month.

The Landlord

17. The Landlord contended that the rent proposed by the Tenants did not reflect the open market rental value of the Property. The Landlord submitted that the Property benefits from features which distinguish it from many of the Tenants' comparables, including its end-terrace position, enclosed rear garden and separate garage. The Landlord further stated that the Property has an EPC rating of C and had been let in excellent condition following redecoration, the installation of a new kitchen and new carpets prior to the commencement of the tenancy. The Landlord also relied upon further expenditure incurred during the tenancy, including replacement windows and doors, a new bathroom, fencing

and a garage door, which were said to improve the overall standard and specification of the Property.

18. The Landlord submitted that a rent of £1,215 per calendar month was appropriate and represented an increase of approximately 3.4% on the passing rent, which the Landlord stated aligned with ONS inflation data. The Landlord maintained that the Tenants' comparables understated the market rent as they were generally older mid-terrace properties with lower EPC ratings and lacked some of the features enjoyed by the subject Property.

19. The Landlord also referred to the parties' previous rent negotiations, a history of late rent payments and issues relating to ivy growth at the Property, although these matters were not relied upon as direct market evidence.

20. The Landlord relied upon a number of rental comparables, including properties at Flamborough Close, Langley, Lawson Avenue, Victoria Street and Gordon Avenue. The Tribunal accepts that these properties provide some assistance in identifying the general level of rents being achieved or sought for family accommodation within Peterborough. However, the comparables varied in their degree of similarity to the subject Property. Some were located in different neighbourhoods, whilst others differed materially in terms of property type, size, accommodation, condition, or additional features. In particular, Lawson Avenue appeared to offer accommodation and amenities superior to those of the subject Property and was therefore likely to command a higher rent, whilst the property on Gordon Avenue contained fewer bedrooms and was not directly comparable. The Tribunal further notes that some of the comparables were advertised rents rather than agreed letting figures. The Tribunal therefore treated the Landlord's evidence with caution and attached moderate weight to it. Nevertheless, the evidence provided useful support for the proposition that rents for comparable family accommodation in the wider Peterborough area were generally being marketed or agreed at figures above those advanced by the Tenant and broadly within a range of approximately £1,150 to £1,300 per calendar month.

Determination and Valuation

21. The Tribunal has had regard to both the Tenants' and the Landlord's comparable evidence. The Tribunal found that the Tenants' comparables were generally closer geographically to the subject Property and provided useful evidence of rental values within the immediate locality. However, their evidential weight was reduced by the limited information available regarding floor area, condition, specification and accommodation. The Tribunal similarly derived assistance from the Landlord's comparables, although some were located in different neighbourhoods or offered accommodation and amenities materially different from those of the subject Property.

22. The Tribunal did not consider any of the comparables relied upon by either party to be directly comparable to the subject Property. The evidence revealed differences in location, property type, size, condition, specification, accommodation and external amenities. As a result, the Tribunal did not place determinative weight on any individual comparable but instead considered the range of rental values demonstrated by the evidence as a whole and assessed where the subject Property fell within that range.

23. In carrying out that assessment, the Tribunal had regard to the characteristics of the Property, namely a three-bedroom end-terraced house with a rear garden and garage, benefiting from gas central heating and double glazing and presented in good condition. The Tribunal was not persuaded that the evidence supported either the Tenants' proposed figure of £1,090 per calendar month or the Landlord's proposed figure of £1,215 per calendar month. Drawing together the comparable evidence as a whole and applying its knowledge and experience of the local rental market, the Tribunal determined that £1,175 per calendar month represents the rent which the Property might reasonably be expected to achieve if let on the open market by a willing landlord to a willing tenant under an assured periodic tenancy.

24. The Tribunal has also considered the Tenants' submission that they replaced the flooring in the toilet approximately two years ago. However, no documentary evidence was provided as to the nature, extent or cost of those works. In the absence of such evidence, the Tribunal was unable to assess whether any adjustment to the market rent was warranted and has therefore made no adjustment on that basis. Further, the photographic evidence provided by the Tenants shows the Property to be generally well maintained and in good condition. The Tribunal has not identified any disrepair or condition issue which would justify a downward adjustment to the market rent and, accordingly, no adjustment has been made to the rent assessed above.

Open-Market Rent **£1,175 pcm**

Decision

25. The Tribunal determines the new rent amount at £1,175 per calendar month with effect from 15 October 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 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.