	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00JA/MNR/2026/0085
Property	108 West Street, Kings Cliffe PE8 6XA
Tenant	Lorraine Rice and Stacey Rice
Tenant's Representative	N/A
Landlord	James Streather and Deborah Streather (inherited from Edwin Streather deceased)
Landlord's Address	Lodge Farm, Deenethorpe, Near Corby NN17 3EQ
Landlord's Representative	N/A
Date of Application	10 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 Decision	4 November 2026
Rent Determined	£920 per calendar month

© CROWN COPYRIGHT

Date the new rent takes effect	1 May 2026

REASONS FOR THE DECISION

Background

1. On 6 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £925 per calendar month (pcm) in place of the existing rent of £850 pcm, to take effect from 1 May 2026. The cover letter to the notice referred to a proposed new rent of £975 pcm however the Landlord confirmed at the hearing that this was an error.

2. On 10 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 written assured tenancy agreement commenced on 1 March 2022 although it was common ground that an earlier tenancy had commenced on or around 1 March 2020. 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. An inspection took place on 4 November 2026, that both the Tenant and the Landlord attended.

9. A hearing took place later the same day via the Cloud Video Platform. Lorraine Rice attended the hearing as Tenant and James Streather attended as Landlord accompanied by his wife, Helen Streather.

10. During the inspection, the Landlord handed to the Tenant and to the Tribunal members an extract from the Rightmove website showing four properties and some invoices in relation to window renovation works and some works to the bathroom. The Tenant was invited to consider whether she wished to object to late admission of these documents and confirmed at the hearing that she had no objection.

11. The Tribunal has considered this case on the basis of the papers provided by the parties, the oral submissions made at the hearing and its own knowledge and specialist expertise.

The Property

12. The Property is a mid-terraced house of stone construction with 'Collyweston' stone slate roof the following accommodation:

    3 bedrooms, 1 living room, 1 dining room (used as a child's playroom), 1 kitchen with a 'lean to' utility area (installed by a former tenant), 1 bathroom.

    Outside: a rear garden.

    The Property is situated in the village of Kings Cliffe, in the county of Northamptonshire to the west of Peterborough.

Evidence

13. The Tenant submitted an application form and the Landlord returned the response form. There was a further reply from the Tenant.

The Tenant.

14. The Tenants' application raised a number of concerns about the condition of the Property, in particular historical leaks from the roof which had caused internal damage, the poor state of the historical wooden framed windows, and the poor state of repair of the kitchen including missing backs of cupboards.

15. The Tenant explained during the hearing that the condition of the Property was acceptable when they moved in, but it had a dated kitchen and carpets. The Tenant has occupied for six years and says that there have been no improvements, and market rent should reflect that the condition has in fact deteriorated. In addition to the matters mentioned in the application, things like the electrical installation need modernising. The Tenant appreciated that the roof is not an easy fix, due to the style of slate used and that the local authority has not permitted the applications to change the roof materials and to change the windows to double glazed. However, the Tenant maintains that these are Landlord issues which should not impact on the market rent.

16. The Tenant accepted that rental values might be £1,000 pcm, if not just over, for a three-bedroom house in the area. In the application form, the Tenant contended for £800 pcm, which they confirmed during the hearing was not necessarily referenced to any specific comparators. The rent was £700 pcm initially, which the Tenant accepted was low at the time. The Tenant accepted that this was a private tenancy and not a protected one. The Property is unfurnished and the Tenant has supplied her own washing machine and dryer.

17. The Tenant acknowledged that works have been undertaken in around May and June this year i.e., since her application but before the hearing. The Tenant maintained that all that had happened was that the windows had been painted. There were still problems, gaps had not been filled, the living room window needs a catch inside and the playroom window needs a catch at the bottom to close a wide gap where the window has bowed. The Tenant clarified that the recent invoice relating to the toilet was just for a ball cock needing replacing and that was quite recent and the problem has been resolved.

18. As to ongoing issues with condition, aside from the remaining items on the windows, the Tenant said that the kitchen cupboards are bent out of shape, they have always been like that and the kick boards do not stay in place. The roof leaks appear to have been resolved with no problems last winter. The water marks on the ceilings upstairs had not been decorated. There was washing hanging up indoors during the inspection however the Tenant said that this was an unusual quantity as they had just returned from holiday.

19. The Tenant was unable to refer to specific comparables. In response to the Landlord's comparables, the Tenant pointed out that her recollection of Park Street was that the properties were very small, albeit many have had work undertaken and some had now been knocked into two properties. Park Street is ½ mile away. The comparable shown has newly fitted carpets and is newly decorated. The Tenant noted that she cannot comment on the comparables fully without seeing their internal condition. Oak Lane is appears to be recently built. Sycamore Close is also a new estate.

20. In response to the Landlord comparable from West Street, the Tenant clarified that this was opposite the local shop. The Tenant believed that there was no allocated parking and that the garden was overgrown and the property in poor condition so it must have been 'cleaned up'.

The Landlord.

21. The Landlord contended that market rents were above £1,200 pcm and that the proposed increase to £975 pcm reflected the continued issues with condition. The Landlord stated that rents which they applied were always below market rent and noted that, with a rent of £700 pcm in 2020, even a mere inflationary increase would mean current rent should be in the region of £930 pcm.

22. In the hearing, the Landlord stated that any rent below £1,200 pcm for a three-bedroom house in the area would be low. The Landlord owns and lets number 73 across the road, it is a larger three-bedroom across three storeys and rent is £1,450 pcm but includes use of a field to the rear. The Landlord contended that, deducting £50 a week for renting the field, this would equate to a rent around £1,250 pcm.

23. The Landlord referred in its written response to a decision of the Tribunal dated 12 November 2025 in case number CAM/00JA/F77/2025/0023. This related to number 106 which was next door to the subject Property and in the same terrace. It was a fair rents decision but had confirmed the gross market rent at £1,100 over 12 months ago. The Landlord said that protected rents should be ignored as this was a private tenancy.

24. The Landlord referred to the comparables provided and in particular to a two-bedroom, one-bathroom terraced house at number 78 West Street currently advertised for £1,050 pcm. There was a property in Park Street, about ½ a mile away, of similar description for £950 pcm. This was described as recently decorated with newly fitted carpets. The Landlord stated that an additional bedroom in the subject Property attracted an additional rent of £125 pcm based on their experience.

25. As to condition, the issue was mainly the kitchen and carpets only. The Landlord denied previously admitting that the Property required a new kitchen but accepted that it was dated. They said that the cupboards were overloaded and they were reluctant to replace the kitchen and have the same issues. Likewise, with the carpets, as there is not much free floor space due to Tenant possessions, they were reluctant to replace the carpets.

26. The Landlord accepted that they had not fixed the damage to ceilings. They emphasised that, whilst they had no issue with the Tenant's grandchild drawing on the walls (which she had promised to redecorate at the end of the tenancy), they did not see the benefit of decorating ceilings which would show the walls in a worse light.

27. The Landlord explained that they had inherited the Property and were still paying inheritance tax whilst struggling to fund repairs. The poor condition of the windows and refusal of the local authority to permit replacement with a modern style had meant proceeding with repair and painting. They sourced a reputable company who quoted for all four houses which they own next door and across the road. This was the most cost-effective way to approach the repairs but the contractors delayed the commencement of works and there was then a disagreement. It was difficult to accommodate the Tenant's availability also. The Landlord accepted that the window works were not fully completed but said that they had tried but these difficulties had impeded progress, despite all the other houses being completed.

Determination and Valuation

28. The Tribunal took account of the submissions and evidence of both parties including as to the local area and comparable properties. The Tribunal noted that the principal dispute concerns the condition of the subject Property.

29. 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.

30. It is also not relevant whether or not the Landlord considers that the rent paid is sufficient to fund its liabilities and/or repair obligations. The cost to the Landlord of putting the Property into a suitable state and complying with its obligations is not a matter for consideration in determining the rent payable.

31. The Tribunal's inspection of the Property confirmed that it was in a tired condition, with the carpets, kitchen, bathroom and the decoration in need of renewal. There were unsightly damp marks from historical water leaks as well as a large crack across most of the supporting beam to the front main bedroom window which requires investigation. The windows had been recently painted

although the general condition was poor, with some single glazed and some double.

32. In relation to the comparable evidence. The two-bedroom house at number 78 West Street is the best evidence on market for £1,050 pcm. But it is only two-bedroom, suggesting a three-bedroom would be higher. The three-bedroom at number 73 equates to £1,250 pcm allowing for the additional land which accompanies the tenancy. The Tribunal has regard to the Tribunal decision for number 106 in 2025 which was a fair rent assessment but did include a gross market rent of £1,100 pcm. This was a fair rent case so there was a reduction to £730 pcm. That property is likely to have similar issues considering it is within the same terrace and therefore constructed the same with the same roof materials. The decision does not give detail on the condition.

33. The Tribunal's view is that £1,150 pcm reflects an adjustment from number 78 in the same road to reflect that the subject Property has an additional bedroom and from the decision on number 106 in the same terrace over 12 months ago where some inflationary increase might be expected. However, it sufficiently distances from number 73 which we were told is a larger property, exercising some caution as no other detail was available about this comparator.

34. We consider that it would be appropriate to apply a 20% discount to reflect condition and the fact the Tenant has supplied white goods. We have not applied a scarcity discount given the availability of some comparable properties in the area.

35. 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 value of the subject Property would be in the order of £1,150 pcm. This is the rent we would expect the Property to let for in the open market. Applying a 20% discount for the factors identified leaves a current market rent of £920 pcm.

Market rent	£920 pcm

Undue hardship

36. 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.

37. The Tenant stated that a difference in rent would cause hardship and therefore asked the Tribunal to fix a later starting date. No evidence to support this hardship claim was provided.

38. The Tribunal noted that a rent increase is rarely welcomed by a tenant and that it is required to look for hardship which is 'undue'. There was insufficient evidence to suggest that any back payment or adjustment would not be made were an application made to review any Universal Credit entitlement.

39. As a result of the Tribunal's decision, the rent will increase from £850 pcm to £920 pcm, meaning an increase for the Tenant of £70 from £850 pcm to £920 pcm. The date specified in the Landlord's Notice was 1 May 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 1 May 2026.

Decision

40. Therefore, the Tribunal determines the market rent at £920 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.