	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/12UE/MRA/2026/0057
Property	46 Maytrees, St Ives, PE27 5WZ
Tenant	Clare Jackson
Landlord	Andrew Lea
Landlord's Address	c/o HC Property Lettings Ltd, Upper Pendrill Court, Papworth Everard, Cambridge CB23 3UY
Landlord's Representative	HC Property Lettings
Date of Application	31st July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Nicol Dr J Wilcox
Date of Decision	12th November 2026
Rent Determined	£1,050
Date the new rent takes effect	1st December 2026

REASONS FOR THE DECISION

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Background

1. On 28th May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,100 per calendar month (pcm) in place of the existing rent of £1,050 pcm to take effect from 1st August 2026.

2. On 31st July 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 24th March 2025 for a term of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per sections 9A to 11 of the Landlord and Tenant Act 1985.

Liability for Council Tax

5. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

6. 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

7. The Property is a cluster house, offering the following accommodation: 2 bedrooms (one double and one single), a living room, a bathroom, a kitchen and a private garden. It has central heating and double-glazed windows.

8. The Tenant said the property is small but neither party provided any room sizes.

Evidence

9. Both the Tenant and the Landlord provided written submissions.

The Tenant

10. The Tenant made the following comments:

This property is particularly small. When my rent was first increased I was told it was because I have a fair size garden - however, the garden backs onto a very busy main road - so it's very loud. This didn't seem to me to be a good reason why. There have been no updates to the inside of the property so there are significant issues regarding the condition which I will list below. Important maintenance issues are still outstanding with one in particular concerning stuck windows preventing me opening them - which has been particularly distressing in this hot weather. One of the stuck windows also serves as a fire escape due to there only being one exit in the property. I have also been informed by the fire service that I am meant to have a fire door on the kitchen to protect the only exit in the house (which isn't secure right next to the kitchen). This issue remains left outstanding also despite trying to get this remedied with the letting agency. I have been left waiting for weeks only being told that it has been passed onto the landlord to look into. I consider this a serious breach of fire safety regulations and feel very concerned about the lack of action taken. I wrote to the letting agency many weeks ago now telling them that I was not agreeable to the proposed rent increase of £1100 pm and listed my reasons why. Originally I didn't receive a reply so had to follow this up weeks later only to feel rather stonewalled. They seemed unwilling to discuss my concerns properly – particularly as it was days away from rent increase due to take effect. The letting agent told if I was unhappy with the condition of the property then I could choose to end my tenancy. I can provide evidence in the form of email correspondence. The following are issues were raised with regards to the condition of the property (along with what I have already mentioned regarding the absent fire door and stuck windows):
Kitchen: insufficient safe storage for food, aged cupboards with unfinished paintwork using a paint that is not easily cleanable. Unfinished tiling with absent grouting making hard to clean properly. Lack of extractor fan means I need to use dehumidifier nearly all the time.
Carpets: Upstairs and on landing, and in first bedroom are very aged and stained and impossible to keep hygienically clean.
Second bedroom: shelving left unfitted which fell down.
First bedroom: Wardrobe doors broken and not securely fitted (stuck window as mentioned)
Shed: Not secure so many belongings were destroyed by mice
Bathroom: aged sink - paint lifts when trying to remove limescale, unsightly holes in both sides of door. Toilet not flushing properly.

11. In terms of rental evidence, the Tenant did not provide any comparables.

The Landlord

12. A list of purported comparables were provided by the Landlord but no details were provided, other than asking rents ranging from £950 to £1,250. There was no detail provided on property addresses, room sizes, condition, facilities or amenities. The Landlord states that 'particular consideration was given to the two-bedroomed houses, being more directly comparable to the subject property'. These were being marketed at £950, £1,100, £1,150 and £1,200 pcm. Although there is insufficient evidence to support the claimed rent, an average of the above rents gives the £1,100 claimed to be market value by the Landlord.

Determination and Valuation

13. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,100 pcm.

14. From this level of rent, the Tribunal has made an adjustment of £50 to reflect what appears to be a dated and only partially fitted, kitchen and the worn, frayed and stained carpets.

Undue hardship

15. The new rent takes effect from the next rental period unless that would cause undue hardship to the Tenants. In cases of undue hardship, the Tribunal has a discretion to fix a starting date up to two months later.

16. The Tenant said that she has a low income and is in receipt of Personal Independence Payments and other benefits. However she provided no supporting evidence to demonstrate any undue hardship.

Decision

17. Therefore, the Tribunal determines the market rent at £1,050 per calendar month with effect from 1st December 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.