	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/12UB/MRA/2026/0040**
Property	**5 Old Mills Road, Cambridge, CB2 9AJ**
Tenant	**Dr Serena Scuderi** **Dr Nabil Asaad**
Tenant's Representative	**None**
Landlord	**Katharine Branigan**
Landlord's Address	**12 Beverley Way, Cambridge, CB2 9JS**
Landlord's Representative	**Mr Connor Jackson, Saint Andrews Bureau Limited**
Date of Application	**22 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Alice Holtom** **Dr Jan Wilcox FRICS**
Date of Decision	**15 October 2026**
Rent Determined	**£2,160 per calendar month**
Date of Valuation	**25 July 2026**
Date the new rent takes effect	**24 October 2026**

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REASONS FOR THE DECISION

Background

1. On 13 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,500 per calendar month (pcm) in place of the existing rent of £ 2,425 pcm to take effect from 24 July 2026.

2. On 22 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 24 July 2020. The rental period is monthly.

Hearing

4. A hearing was held on 15 October 2026 by video platform. The Tenant appeared in person and Mr Connor Jackson appeared on behalf of the Landlord. The Tribunal has considered this case on the basis of an oral hearing, the papers and oral evidence provided by the parties and its own knowledge and specialist expertise.

Validity Of Notice – Section 13B of the Housing Act 1988

5. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid because it was not signed by either the Landlord or the Landlord's agent. The Tenant submits that the prescribed form contains separate sections for a printed name and a signature and that the inclusion of only a printed name is insufficient. The Tenant did not dispute the authenticity of the document nor that it was received or understood by the Tenant and confirmed that they were raising the issue as a point of procedure only.

6. Mr Jackson stated that it was an administrative oversight. The notice was served from a company email address and clear in purpose and content. Mr Jackson further confirmed that Lauren Cash is an administrator for the Landlord's agents who deals with procedural documents and that the notice was served by the Agents of the Landlord on behalf of the Landlord.

7. The Tribunal does not accept the Tenant's submission that the notice is invalid. Consistent with the principles set out in *Prempeh v Lakhany* [2020] EWCA Civ 1422, the purpose of a notice is to communicate information to its recipient rather than to create a formal legal instrument. A notice under section 13 of the Housing Act 1988 informs the tenant of the proposed rent, the date on which the

proposed rent is to take effect and the tenant's right to refer the proposed increase to the Tribunal.

8. Further, the purpose of a signature is to authenticate a document as created by the author. A signature may take various forms, including a typed, printed or electronic name, provided it is inserted with the intention of authenticating the document.

9. The Tribunal does not accept that the existence of separate spaces on the prescribed form for a printed name and a signature makes a handwritten signature mandatory. The relevant question is whether the notice was authenticated. The Tribunal is satisfied that it was.

10. The notice bears the printed name of the Landlord's agent in the section of the prescribed form requiring the identity of the person giving the notice. The Tribunal is satisfied that the inclusion of that name was intended to authenticate the notice and to indicate that it was being given on the Landlord's behalf. The notice was in the prescribed form and contained all the information necessary to enable a reasonable tenant to understand its nature and effect, including the proposed rent, the date from which it was proposed to take effect and the identity of the person by whom the notice was given.

11. There is no evidence or suggestion by the Tenant that the notice was issued without authority. Nor is there any evidence that the Tenant was left in doubt as to the origin, purpose or effect of the notice and the Tenant has confirmed that this has been raised as a procedural point only. The Tribunal is satisfied that the notice was authentic, intended to take legal effect and was duly communicated to and understood by the Tenant. Accordingly, the notice was validly given.

Allocation of Repairs between Landlord and Tenant.

12. 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.

13. None provided.

Liability for Council Tax

14. 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.

15. None

The Property

16. The Property is detached house offering the following accommodation:

    Property: Four double bedrooms (one ensuite), one living room, a kitchen and a family bathroom and downstairs toilet

    Outside: Garden, carport with up and over garage door and space for one or two cars. and shed.

    The Property benefits from gas central heating, photo voltaic roof panels, and triple glazing. There is laminate flooring to the entrance hall, kitchen and downstairs toilet and carpet elsewhere. The property includes basic standard kitchen appliances, but the Tenant has provided a tumble dryer, microwave and kettle.

    The Property is situated approximately 8 to 10-minutes walk from the Trumpington Park and Ride service which provides a frequent electric shuttle bus service to the centre of Cambridge with onward direct trains to London. Busway is also approximately a 10-minute walk from the property, which provides traffic free transport to the train station and central Cambridge. There are schools and a range of supermarkets and amenities within close proximity the Property and it is very close to junction 11 of the M11.

Evidence

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

The Tenant

18. The Tenant made the following comments:

    a) There are a number of disrepair issues that affect the market rent of the Property

i. The property suffers from a recurring foul drainage problem causing sewage back-up and disruption to the use of the downstairs WC, washing machine, dishwasher and drainage system generally. This was not apparent on first viewing the property; and has become progressively worse over time. It is not relevant to the determination of open market rent that the foul drainage issue is "not the landlord's fault" or that the Landlord is willing to investigate further. The rent must be assessed on the basis of the condition of the property at the time the assessment is made.
ii. The garden is largely unusable because of poor soil quality, recurring loss of grass coverage and ant infestation
iii. The carpets, fixtures, fittings and appliances are basic builder-grade items installed over 13 years ago and nearing the end of their useful life
iv. The photo voltaic roof panels are defective and are not generating any income or discount
v. The windows appear to be double glazed not triple glazed and they have been poorly fitted causing cold drafts.

b) The Tenant initially submitted that a substantial reduction should be applied to the market rent due to the issues above. However, in oral evidence, the Tenant helpfully limited their submissions in respect of the condition of the property, to that of the drainage issue, and did not pursue a reduction in market rent for other items.

c) The comparables provided by the Landlord are asking prices and not representative of the actual rent achieved. The report is headed "Best Price Guide" indicating that the intention of the report is to present the best possible target rental price rather than a fair market valuation.

d) The open market rent should be established by taking £2,400 pcm as a starting point based on the comparable provided of 10 Proctor Drive. A reduction of 30% should then be applied to reflect the drainage issues.

19. The Tenant provided the following comparables:

a) A four-bedroom property at 10 Proctor Drive that was advertised at £2,400 pcm at the time the Tenant submitted their MR3. The Tenant stated that although the street has a different name, it is in fact on the same road as the Property and only a few doors down. Having looked at the advert, photos and floor plan, the Tenant stated that the Property is identical in layout and amenities to the disputed Property.

b) 'Related' properties in Cambridge have been advertised for between £1,500 pc and £2,300 pcm

The Landlord

20. The agent of behalf of the Landlord made the following comments:
    a) A routine inspection report dated 4 March 2026 recorded the overall condition and cleanliness of the property as "Good." The report noted no damp, mould, hoarding, pet damage or significant defects, save for deteriorating sealant in the en suite and wear to carpet beneath a desk chair.

    b) The foul drainage problem is not caused by the Landlord and is understood to arise from infrastructure outside the Landlord's ownership. The penultimate report of a blockage was May 2023, and the next report of blocked drains was July 2026.

    c) The Landlord has not refused to undertake improvements and remains willing to discuss upgrading décor, appliances or other items.

21. The following 4-bedroom comparables were provided by the Landlord:

    a) Terraced house at Cornwell Road, Trumpington, Cambridge, CB2 on the market for £2,550 pcm

    b) End terrace Cedar Road, Trumpington, Cambridge £2500 pcm

    c) Detached house at Lingrey Court, Trumpington, Cambridge £2500

    d) Semidetached house at Shelford Road, Trumpington, CB2 9NB £2500

    e) In oral evidence Mr Jackson confirmed that the research of market comparables by for Landlord was carried out three months prior to the service of the notice of rent increase. Mr Jackson further acknowledged that he was unable to provide details in respect of the Landlord's comparables and that the subject property was the only property that he manages in the locality. Mr Jackson accepted that on balance, the Tenant's comparable of 10 Proctor Drive was the closest comparable to the subject property available before the Tribunal.

Drainage issues

22. The Tribunal explored in more detail the parties' positions in respect of the drainage issues.

23. Mr Jackson accepted that foul drainage was an issue at the property because of a buckled drain under the neighbouring property. Mr Jackson confirmed that he did not dispute the Tenant's evidence in respect of this matter.

24. The issue first occurred three to four years ago when the Landlord commissioned a drainage report. Anglian Water initially took responsibility, and it was only recently that it has been confirmed as the responsibility of the neighbouring property. Mr Jackson stated that the Property was built in 2013 and acknowledged that when the issue first arose that it would have fallen within the National House Building Council (NHBC) 10-year warranty provisions but that this opportunity had now passed.

25. The Tenant confirmed that the issue initially arose when property was less than 10 years old. At first, it appeared that Anglian Water had taken responsibility to resolve it. When it was coming up to the 10th anniversary of the Property build, the Tenant reached out to the Landlord's agent, which resulted in investigation by the builders, but they failed to properly identify the cause of the issue. The Tenant submitted that a potential opportunity was missed to get the matter rectified under the NHBC warranty. The Tenant confirmed that currently the issue arises about once every two months and that it has become increasingly frequent over the years. When it rains heavily it appears to back up and is prone to blocking. There has been about a dozen times that the Tenant has reached out to Anglian Water, another dozen where the neighbour did, and another half dozen where it has happened but resolved itself.

26. The Tenant stated that they do not use the toilet that is affected much to prevent the problem but acknowledged that the WC is not completely out of use. When the toilet is blocked however, the Tenant is unable to use the dishwasher, washing machine or WC. If there is an air pressure build up, the toilet can bubble and splash waste onto the floor. A video provided by the Tenant shows the toilet water bubbling.

Determination and Valuation

27. 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.

28. The Tribunals notes that the parties are in agreement that the comparable of 10 Proctor Drive is the closest comparable of those provided by the parties and that this should be the starting point of any market rent determination. The Tribunal agrees with the parties on the basis that it was marketed at the date of the relevant valuation date, is on the same road and is the same in size, layout and amenities.

29. Regarding the drainage issue, the Tribunal notes that there is no dispute regarding the existence of a drainage issue or the severity of the issue. The Tribunal has considered that it is an intermittent issue but that this frequency is increasing and it currently occurs approximately every two months. When the drains do block, the Tribunal accepts the Tenant's evidence, which is not disputed by the Landlord, that the toilet bubbles and sometimes splashes over, and they are unable to use the washing machine or dishwasher in the kitchen.

30. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £2,400 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.

31. From this level of rent, the Tribunal has made an adjustment of 10% in relation to the following:

    a) Drainage issue

    The full valuation is shown below:

Starting Rent	£ 2,400 pcm
Less	
a) Items given under a) above	£ 240
Open-Market Rent	**£ 2,160 pcm**

Decision

32. The Tribunal determines the new rent at £2,160 per calendar month with effect from 24 October 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 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.