



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	:	HAV/00HG/MNR/2025/0681
Property	:	10 Pentillie Crescent Plymouth Devon PL4 6NY
Applicant Tenants	:	Mr M Trott & Mrs H L Trott
Representative	:	None
Respondent Landlord	:	Brunswick Limited
Representative	:	Ms S D'Alessio, Clever Student Lets
Type of Application	:	Determination of a Market Rent - sections 13 & 14 of the Housing Act 1988
Tribunal Members	:	Mr J G G Wilson MRICS Mr P Cliffe-Roberts FRICS Judge C A Rai
Date of Application	:	29 April 2025
Date of Decision	:	9 June 2025

DECISION

On 9 June 2025 the Tribunal determined a market rent of £1,250 (One Thousand Two Hundred and Fifty Pounds) per Calendar Month to take effect from 30 May 2025.

REASONS

Background

1. By way of an application given to the Tribunal dated 29 April 2025, the Applicants (“the tenants”) of 10 Pentillie Crescent, Plymouth, Devon, PL4 6NY (hereinafter referred to as “the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent (“the landlord”) of the property under Section 13(2) of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 23 April 2025, proposed a new rent of £1,600 per month in lieu of a passing rent of £1,500 per month, to take effect from 30 May 2025.
3. The tenants have occupied the property under an assured tenancy from its term commencement date of 31 March 2023.
4. The Tribunal issued Directions dated 9 May 2025 advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within seven days. The parties were also advised that, whereas no inspection would be undertaken, the Tribunal would seek to view the property on the internet. Paragraphs 5 and 6 of the Directions respectively.
5. The Rent Appeal Statement includes for provision of photographs to assist the Tribunal to understand the case and to help the party to present the issues.
6. The Directions required the landlord and the tenants to submit their completed Rent Appeal Statements (“Statement”) to the Tribunal by 25 May 2025 and by 6 June 2025 respectively, with copies to be sent to the other party. Both the landlord and the tenants submitted a Statement. Both Statements were given in accordance with the timings in the Directions. Within their Statements, the parties included a selection of photographs of the property.
7. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 9 June 2025 based on the tenants’ application under section 13(4) of the Housing Act 1988 with its enclosures, the parties’ Statements and of its own expert, general knowledge of rental values in the area.
8. The Tribunal has read the papers and the parties’ submissions in full. In this decision the Tribunal does not discuss each point given but limits it to those relevant to the determination of the market rent in accordance with the legislation.

The Property

9. From the information provided in the papers and Google Street View, 10 Pentillie Crescent is an end of terrace, Victorian townhouse with a ground and first floor. It is of traditional brick construction with a pitched tiled roof.

10. Pentillie Crescent lies in an east/westerly direction and forms a part of Ford Park Road. It is to the north of Plymouth railway station and to the east of Central Park. The property is at the junction of Pentillie Crescent and College View.
11. From the descriptions of the property and the photographs in the tenants' application and the parties' Statements, the accommodation comprises and is arranged as follows: ground floor – entrance hall, reception room, dining room and kitchen, first floor – four bedrooms, bathroom/WC and separate WC. At the front of the house there is a small garden and path. In addition, at the side there is a small patio accessed from the kitchen and from a door off the pavement.

The Tenancy Agreement

12. The tenancy agreement is for an initial term of six months from 31 March 2023 to 29 September 2023. The rent is £1,500 per month, payable monthly in advance.
13. At the expiration of the fixed term, the tenancy has continued as a statutory periodic tenancy in accordance with the Housing Act 1988 (as amended). The tenants are required to give one months' notice to terminate the tenancy.
14. The tenants covenant, inter alia, to pay the rent, to pay for all services to the Property, to use the Property in a tenant-like manner, to keep the interior of the Property and the contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, to keep the garden (to include the hedge and the path) regularly maintained in good and safe condition, to notify the landlord or his agent promptly of any disrepair.
15. Similarly, the landlord covenants, inter alia, to provide for quiet enjoyment and under General Notes – 4, section 11 of the Landlord and Tenant Act 1985 applies.
16. Whereas the tenancy agreement, in effect, provides for its continuation as a periodic tenancy and there is provision for the landlord to increase the rent (clause 3.5), there is no mechanism to calculate the rent on review.

Submissions

17. Ms D'Alessio submitted her Statement on 16 May 2025 and copied the same to Mr Trott the same day.
18. Under 'Description', Ms D'Alessio describes the property as 'GF, Middle floor and TF'. The Tribunal understands the property to be on the ground and the first floors. Ms D'Alessio has provided a selection of photographs which include the bathroom/WC and the kitchen.
19. Under 'Features', Ms D'Alessio says Central Heating, Double Glazing, Carpets (no Curtains) and the White Goods have been provided by the landlord.

20. In addition, under 'Improvements' Ms D'Alessio says Attlee Sinclair Limited renovated the property in January 2022. The Tribunal understands the photographs provided by Ms D'Alessio were taken pursuant the property being renovated and prior to its subsequent letting.
21. Under 'Condition of the property...Disrepairs/Defects...', Ms D'Alessio reiterates both the bathroom/WC and the kitchen were renovated in January 2022.
22. Under 'Your assessment of the rental value of the property', Ms D'Alessio concludes to say 'The property is a end of terrace 4 bedroom house with newly renovated kitchen and bathroom, it has 3 floors and a spacious living room and kitchen. We feel the valuation of rent is fair, and increase is only by £100 in line with market value [sic].' Ms D'Alessio has not provided the Tribunal with comparable lettings evidence to support her valuation.
23. Mr Trott's Statement was given on 28 May 2025 and was copied to the landlord's agent the same day. In addition, Mr Trott provided information about the property with corresponding photographs and comparable lettings evidence with his application dated 29 April 2025.
24. Mr Trott states the accommodation is on two floors. The number of rooms is agreed by both parties. Mr Trott describes the property as semi-detached. Mr Trott has also provided a selection of internal photographs to assist the Tribunal. Mr Trott has not confirmed the date(s) the photographs were taken, but the Tribunal understands they were all taken recently. The photographs provided do not show the stairs.
25. Whereas the balance of the Features of the property described by Ms D'Alessio in her Statement are confirmed by Mr Trott in his; Mr Trott says Curtains have been provided by the landlord. Under 'Private Gardens', Mr Trott says the front garden is not accessible and there is a very small rear courtyard.
26. Under 'Improvements' Mr Trott says the rear door was replaced by the landlord in March 2025. The Tribunal determines the replacement of the rear door is not an improvement but constitutes works of on-going repairs and maintenance of the property for which the landlord is responsible in any event.
27. Under 'Condition of the property...' Mr Trott lists as bullet points 'Disrepairs/Defects', summarised as follows: (1) an ill-fitted front door, (2) multiple instances of damp penetration, filler falling from walls, door frames and electrical sockets, (3) the bath panel is not secured, (4) a stair is not secured, (5) the kitchen taps are not secured, (6) the fireplace in the dining room is deteriorating, (7) silicone is falling from a bedroom door frame pursuant to a previous repair, and (8) plaster has been removed from a bedroom wall. Mr Trott has provided photographs to show the disrepair and defects.
28. Following paragraph 27 above, from the photographs provided by Mr Trott in his Statement, the Tribunal notes, inter alia, : (1) a crack in the wall of the separate WC (photograph 9), ill-fitted fenestration in the separate WC (photograph 10), instances of damp penetration in proximity and adjacent to electrical power sockets (photographs 5 and 11), and sub-standard plumbing works (photograph 12).

29. Under ‘Your assessment of the rental value of the property’, Mr Trott says he believes the fair market rental value of the property is £1,262 per calendar month.
30. Mr Trott has provided lettings particulars of five (5) comparable four-bedroom houses to support his valuation. Four of the comparable houses are in the range of £1,200 pcm to £1,350 pcm. The fifth at £1,600 pcm, of which Mr Trott says, “...matches the proposed new rent from the landlord, but this property offers a large garden and patio, a basement, en suite in master bedroom and a fresh, modern decor.” Mr Trott concludes to say there are several outstanding maintenance issues at the property, with previous repairs being of poor quality and there are multiple instances of damp penetration. All of which significantly reduce the property’s desirability when compared to well-maintained properties in the area.

The Law

Section 14, Housing Act 1988 - Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
 - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded-
 - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
 - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely-
 - (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
 - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
 - (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1)(a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.
31. In accordance with the terms of section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the tenancy. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy.

Considerations and Valuation

- 32. The Tribunal first considered whether it felt able to determine this case reasonably and fairly based on the papers submitted only, with no oral hearing. Having read and considered the papers the Tribunal decided it could do so.
- 33. The Tribunal is required to determine the rent at which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy. The personal circumstances of the tenant(s) are not relevant to the issue.
- 34. Both parties have given a Statement, which include a description of the property and its features, with internal photographs to assist the presentation of their case to the Tribunal.
- 35. In his Statement, Mr Trott has referred the Tribunal to five comparable lettings' properties with their marketing to let particulars. Ms D'Alessio has not included any comparable evidence in her Statement to support her valuation. Three of Mr Trott's comparable lettings are in the vicinity of the subject property, one is to the west in Devonport, and one is to the north in Tavistock.

36. Having considered the comparable evidence provided and of its own expert, general knowledge of rental values in the area, the Tribunal determined that the market rent for the property in good tenantable condition would be £1,500 (One Thousand Five Hundred Pounds) per Calendar Month.
37. In paragraph 25 above the Tribunal has identified discrepancies in the descriptions and features of the property given by the parties. The Tribunal addresses these first. From the submissions and the photographs provided by the parties, the Tribunal has determined that the gardens (the outside space) are as described by Mr Trott.
38. Under the terms of the tenancy agreement the tenants are required to notify the landlord or his agent promptly of any disrepair, damage or defect in the property (clause 5.8). In his covering email to the Tribunal dated 29 April 2025 to accompany his application, Mr Trott outlines various items of disrepair and unresolved maintenance issues which “I have repeatedly brought to the attention of the letting agency over the past year.”
39. The Tribunal has outlined the items of disrepair and defects at paragraphs 27 and 28 above.
40. From its analysis of the papers to include the parties’ submissions, the Tribunal has determined adjustments are required to its determination of the market rent of the property, as follows.
- The landlord has not provided curtains.
 - The various items of disrepair and defects at the property for which the Tribunal has taken an overall valuation approach to reach its adjustment, as opposed to attribute a sum to each item identified.
41. Following the above, the Tribunal’s valuation is shown below:
- | | |
|--|-------------|
| Market rent for the property (£ PCM) - | £1,500 |
| Less deductions (£ PCM) for: | |
| Curtains | £50 |
| Disrepair and Defects | <u>£200</u> |
| Adjustments | £250 |
42. £1,500 per Calendar Month minus £250 Pounds per Calendar Month to equal £1,250 per Calendar Month.
43. The Tribunal therefore decided that the rent at which the property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,250 (One Thousand Two Hundred and Fifty Pounds) per Calendar Month.

44. In neither their application nor their subsequent Statement have Mr & Mrs Trott given any submission to the Tribunal that the starting date for the new rent specified in the Notice would cause them undue hardship.
45. Accordingly, the Tribunal directs that the new rent of £1,250 per Calendar Month should take effect from 30 May 2025. This being the date specified in the Notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 days' time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 days' time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.