



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

Case Reference : **HAV/18UH/MNR/2025/0756**

Property : **Lower Aish Cottage, Poundsgate,
Newton Abbot, Devon, TQ13 7NY**

Applicant Tenant : **Mr Mark Wilkinson**

Representative :

Respondent Landlord : **Ms Sonja Tewes**

Representative :

Type of Application : **Determination of a Market Rent sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **Judge C Skinner
Regional Surveyor J Coupe FRICS
Miss C Barton MRICS**

Date of Application : **13th August 2025**

Date of Decision : **9th October 2025**

**Date of Full Reasons
Decision** : **29th October 2025**

REASONS

Decision of the Tribunal

On 9 October 2025 the Tribunal determined a Market Rent of £722.50 per calendar month to take effect from 17th August 2025.

Background

1. By way of an application dated 12th August 2025, received by the Tribunal on 13 August 2025, the tenant of Lower Aish Cottage, Poundsgate, Newton Abbot, Devon, TQ13 7NY (hereinafter referred to as “the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent landlord of the property under Section 13 of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The property is let to the Applicant under an Assured Shorthold Tenancy agreement. The tenancy commenced on 17 January 2022 and was initially let for a fixed term of 6 months. Following the expiry of the fixed term the tenancy became a monthly periodic assured shorthold tenancy. The initial rent was £600 per month, payable in advance on the 17th of each month.
3. On 15 July 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £800 per month in place of the existing rent of £600 per month to take effect from 17th August 2025.
4. On 12th August 2025 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. The Tenant’s referral was received by the Tribunal on 13 August 2025.
5. On 20th August 2025 the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within 7 days. The Directions confirmed the Tribunal did not intend to carry out an inspection of the property.
6. The Directions required the Landlord and Tenant to submit their completed statements to the Tribunal by 3rd September 2025 and 17th September 2025 respectively, with copies to be sent to the other party. Both parties complied with the Directions and submitted their statements within time.
7. Having carefully considered the matter, and with regard to the Tribunal’s overriding objective to deal with cases fairly, justly, and proportionately, - in accordance with the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 - the Tribunal decided it could proceed to determine the matter fully on the papers and an inspection of the property was not required.
8. These reasons address the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal’s view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

Property

9. The property is described in the application as an attached cottage with living room, kitchen, 2 bedrooms, and a bathroom. The property also has use of a garden, with garden shed and log shed. There is reference in the application to the property dating back to the 15th century, formerly being part of a larger farmhouse before being converted into separate properties.
10. The property has no central heating, relying on electric storage heaters or solid fuel to heat the property. There is no double glazing. It is let with some limited curtains and carpets provided by the landlord. A cooker and a washing machine are also provided by the landlord by way of white goods. There is room for off street parking as part of the letting.
11. The tenancy agreement is based on the National Landlord Association's template agreement. The tenancy contains basic repairing obligations upon the Landlord. Of relevance to the application, the tenancy also requires the Tenant's to obtain the express written permission of the Landlord if the Tenant wishes to decorate the property (clause 1.27) and an obligation is placed upon the Tenant's to maintain the garden (clause 1.32).
12. The property is in a remote rural area, with only a few other properties nearby. By the nature of its location, transport links are limited.

Inspection

13. The Tribunal did not inspect the property but considered this case based on the papers provided by the parties and information freely available on the internet. The Tribunal noted the evidence supplied by both parties included multiple photographs of the property as part of the parties' evidence. These photographs were of good quality and gave the Tribunal the ability to assess the condition of the property confidently.

Law

14. 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 actual tenancy.
15. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenants' improvements and any decrease in value due to the tenants' failure to comply with any terms of the tenancy.

Submissions

16. The Tribunal has considered the written submissions provided by the Tenant and the Landlord.
17. The Tenant in their application form set out details around the amount of time spent working on the garden, claiming an estimate of 8 hours of gardening work a week over the past 3 and a half years. The Tenant also provided details of the

work that had been undertaken. The Tenant claimed the property walls suffered from damp despite her attempts to keep the property ventilated and heated. The Tenant refers to the EPC rating as “F” and the Landlord needing an exemption certificate in order to let the property as a result of that rating.

18. The Tenant sets out in the application that they conducted repairs and decorating work to the bathroom ceiling in March 2025 following a leak.
19. The Tenant provided as part of the application 18 high quality photos of the exterior and interior of the property. Those photos showed evidence of damp and mould on the interior walls to the property, the general condition of the property and the damage to the garden shed.
20. The Tenant provided some limited comparable evidence to support the position that the current market rent should be around £625 to £630 per month based on the original rent rising with inflation of 4.7%. This evidence was based on the submission that the Tenant believed her Landlord to let out several other properties in the Poundgate area and that they were all let at £600 per month. The properties referred to being in very close proximity to the property, namely 1 Lower Aish Cottages, Lower Aish Bungalow, 1 Higher Aish Cottage and Heathercot.
21. However no evidence or details of those lettings were provided to the Tribunal. No copy tenancy agreements confirming the current or previous rents being charged nor any advertisements for lettings setting out the proposed rents for those or any other nearby properties were supplied by either party.
22. In response the Landlord largely confirmed the same details of the letting as the Tenant had described although detailed the property as being let with a washing machine in addition to an Aga Cooker. The Landlord confirmed a new toilet and electric shower had been installed at the property during the tenancy.
23. The Landlord submitted the property to be in good condition, disputing the presence of damp, suggesting no evidence of the same had been provided by the Tenant despite requests for the same. The Landlord suggested any damp was likely due to poor ventilation of the property by the Tenant.
24. The Landlord provided no comparable evidence nor any details of any other properties the Landlord lets in close proximity to the property. The Landlord suggested a fair market rent to be in the region of £1,200 to £1,500 per month but provided no evidence to support that suggestion nor any details of how that figure was arrived at, other than the property being in the heart of Dartmoor National Park.

Determination and Valuation

25. While the Tenant referred to certain properties allegedly let in the locality by her Landlord as comparables, she did not provide supporting evidence such as tenancy agreements or written statements from those tenants. Consequently, the Tribunal was unable to attribute significant weight to the Tenant’s comparables. Furthermore, the Landlord did not submit any comparable evidence. Accordingly, the Tribunal was required to rely on its own expertise of the

property rental market as a specialist property Tribunal. In doing so, the Tribunal determines that the open market rental value for the property **in good tenable condition** would be £850 per calendar month.

26. Such a tenancy would normally include white goods, carpets, curtains/blinds and associated fittings to all be provided by the Landlord.
27. In this case the property is not in such condition. Evidence supplied to the Tribunal shows walls within the property in a poor condition, in need of redecoration, as well as evidence of damp and mould on parts of the walls. The Tribunal notes the EPC rating of “F” for the property, albeit an exemption certificate has been obtained by the Landlord.
28. The Tribunal considered the property’s rural location and that it is situated within Dartmoor National Park. The Tribunal also considered the presence of damp and mould on the walls to the property. This was evidenced by the photographs submitted by the Tenant.
29. Accordingly, the Tribunal determined that the ‘open market rent’ should be reduced by 15% per month to reflect the general wants of repair and current condition of the property.
30. The Tribunal considered the Applicant’s submissions around extensive gardening. The Tribunal noted the obligation within the tenancy agreement at clause 1.32 that places the obligation on the tenant “*to keep the Garden in the same character, weed free and in good order*”. As such, whilst the Applicant may have carried out considerable amounts of work within the garden, the Tribunal finds they were obligated under the tenancy to keep the garden in good order. Therefore, such works could not be taken into account for the purposes of the Tribunal’s determination of the market rent.
31. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £722.50 per month.
32. The Tenant made no representation that the starting date for the new rent specified in the Landlord’s notice would cause the Tenant undue hardship.
33. Accordingly, the Tribunal directed that the new rent of £722.50 per month should take effect from 17 August 2025, this being the date specified in the notice.

RIGHTS OF APPEAL

34. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to

rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.

35. 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.
36. If the person wishing to appeal does not comply with the 28-day 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-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
37. 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.