



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

**Case Reference** : **HAV/18UH/MNR/2025/0728**

**Property** : **Hilldene,70 Plymouth Road  
Buckfastleigh  
Devon  
TQ11 ODH**

**Applicant Tenant** : **Mrs Teresa Constable**

**Representative** : **None**

**Respondent Landlord** : **Mrs Vivien Perdios**

**Representative** : **None**

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

**Tribunal Members** : **Mr W H Gater FRICS  
Mr M Woodrow MRICS**

**Date of Application** : **8 July 2025**

**Date of Decision** : **22 December 2025**

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**DECISION**

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## **Summary of Decision**

1. The Tribunal determines a market rent of £1,100 per month to take effect from 28 July 2025.

## **Background**

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 28<sup>th</sup> May 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,600 per month, in place of the existing rent of £850 per month, to take effect from 28<sup>th</sup> July 2025.
4. On 8<sup>th</sup> July 2025 the Tribunal received an application from the tenant, seeking a determination of the matter under Section 13(4) (a) of the Housing Act 1988.
5. On 12 August 2025 the Tribunal advised the parties it was of the preliminary view that the Landlord's Notice proposing a new rent was defective as it omitted the required guidance notes. Representations were invited, in the absence of which the application would be struck out.
6. Following an appeal by the Landlord the Tribunal accepted that the guidance notes were included with the notice which was properly served.
7. On 8 October 2025 further directions for the disposal of the matter were issued and the property was inspected by the Tribunal on 25 November 2025.
8. The Landlord and Tenant both submitted Rent Appeal Statements which had been copied to the opposing party.
9. These reasons address in summary form the key issues raised by the parties. They do not recite each and every detailed point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

## **The Law**

### **S14 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.

**The Property**

10. From the information given in the papers and subsequent inspection, the Tribunal noted that the property comprises a semi-detached house approached from the road up a flight of steps and facing an elevated section of the main A38 dual carriageway.
11. The house appears to have been built about 80-90 years ago and is constructed with rendered walls under a pitched slate roof.
12. The accommodation comprises an entrance porch, hallway, living room, kitchen/diner, conservatory with store room off at ground level; a landing, two double and one single bedroom and bathroom/WC at first floor level. There is also an attic room with bathroom/WC in a converted loft area, although it is uncertain whether this was created in compliance with Planning and Building regulations..
13. The main accommodation has gas fired central heating and double glazed windows.
14. The property stands above the road and is approached up a flight of steps. As a result, there is no onsite parking.
15. The Tribunal was provided with a copy of the original tenancy agreement which has since expired. Section 11 of the Landlord and Tenant Act 1985 applies in respect of repairing liabilities.

**Submissions**

16. The initial tenancy began on 28 March 2012.
17. From the parties' submissions it is clear that there is a dispute between Landlord and Tenant relating to repair and maintenance of the property. This has led to litigation and the issue of an Improvement Notice by the local authority under the Housing Act 2004. A Court Report issued by Plymouth Surveying Services on the direction of the court, concluded that the property has suffered neglect both internally and externally by the Tenant and Landlord respectively.
18. The Tribunal has had regard to the submissions and documentation provided. insofar as they are pertinent to the task of assessing rent in accordance with the Act.
19. The Tenant states that her landlady has never visited the property and her agent did so for the first time in March 2025. She cites mould, damp rotting windows as evidence that the property continues to deteriorate.
20. She considers that the new rent should be fair and realistic taking account of the market and condition of the house. She states that only two properties with 3 bedrooms were available in Buckfastleigh at rents of £850 to £1,100 per month.

21. The Landlord's Statement lists repairs and maintenance which she says have been carried out over the years. She lists areas where she considers that the tenant has caused damage for example to kitchen units and bathroom.
22. The Landlord refers to three rented properties. The first a modern 3 bedroomed house at Totnes at an asking rent of £1,600 per month. The second a 4 bedroomed detached house at Dartington with an asking rent of £2,000 per month. The third is a 4 bedroomed house at Totnes at an asking rent of £1,900 per month.

### **Consideration and Valuation**

23. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted and inspection only, with no oral hearing. Having inspected and considered the papers it decided that it could do so.
24. The Tribunal is required to determine the rent at which the subject 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 Parties are not relevant to this issue.
25. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in the Buckfastleigh area the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,375 per month.
26. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord. This is not the case in respect of this property. The Tribunal has taken a view on the correct adjustment for condition noting that there may be an issue of shared responsibility for matters of disrepair.
27. The Tribunal decided that an adjustment should be made to reflect the location facing directly on to an elevated section of the A38 with associated traffic noise and visual impact.
28. On inspection the Tribunal was able to note the overall condition of the property excluding matters for which the Tenant would be responsible. At best the overall condition could be described as fair. The exterior has clearly suffered from neglect in terms of repair and redecoration, although the Tenant acknowledged that some external decoration had recently been undertaken. Internally, some recent repair and redecoration has been undertaken but the overall condition of the property falls below what is expected in a property let at full market rent.

29. The Tribunal notes that white goods provided by the Landlord do not include a washing machine as expected in a market letting but that a dishwasher is provided. In the circumstances the Tribunal finds that no adjustment in rent is justified in this respect.

30. Using its experience the Tribunal decided that the following adjustments should be made:

Market rent	£1,375
Elevated position facing busy trunk road.	-£137
Overall condition as noted above	<u>-£137</u>
	-£274
£1,375-£274 =1,101	
Say £1,100	

31. In her application the Tenant stated that she could not afford the increase proposed to £1,600 and that the rent decided needs to be reasonable. She did not claim that the starting date for the new rent specified in the Landlord's notice would cause her undue hardship.

### **Determination**

32. 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 £1,100 per month.

33. The Tribunal directed that the new rent of £1,100 per month should take effect from 28<sup>th</sup> July 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 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](mailto:rpsouthern@justice.gov.uk) as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.

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-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.

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.