



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

**Case Reference** : **HAV/00HG/MNR/2025/0818**

**Property** : **39 Southern Terrace, Plymouth, Devon,  
PL4 7LS**

**Applicant/ Tenant** : **Mr Richard Bond**

**Representative** : **None**

**Respondent Landlord** : **Mr Calvin Shenton**

**Representative** : **Landlord Support**

**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 C Woodrow MRICS**

**Date of Application** : **18 November 2025**

**Date of Inspection** : **27 January 2026**

**Date of Decision** : **2 February 2026**

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**DECISION**

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**Summary of Decision**

1. The Tribunal determines a market rent of £1,200 per month to take effect from 1 December 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 16 October 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,250 per month, in place of the existing rent of £750 per month, to take effect from 1 December 2025. The notice complied with the legal requirements.
4. By an application dated 18 November 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 12 December 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on an inspection on 27 January 2026, written representations and without a hearing. The parties were invited to make submissions which could include photographs or videos.
7. The Landlord and Tenant both submitted Rent Appeal Statements which had been copied to the opposing party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case as directed.
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 inspection and information given in the papers and available on the internet, the property comprises a Victorian end of terrace house in the Mutley area of Plymouth immediately to the North East of the city centre. Local shops, schools and public transport facilities are available.
11. The accommodation comprises: -
- Ground floor. Entrance lobby and hall. Front reception. Rear reception. Rear Kitchen. Small cloakroom wc off hall.
- First floor Landing 2 double bedrooms, a single bedroom and small child's bedroom. Bathroom with bath, shower cubicle and wc.
- Further stairs off landing with patio doors leading on to roof terrace.
- Outside. Small rear yard with pedestrian access to side lane. Garage /store with restricted access.
- The house has gas fired central heating and double-glazed windows. The Energy Performance Rating is "C".
12. An Improvement Notice under the Housing Act 2004 dated 30 July 2025 was served by Plymouth City Council, identifying Category 1 Hazards for damp, mould and falls between levels.
13. The Tribunal was provided with a copy of the original lease which ran from 28 June 2018 for 36 months. As this has expired, the tenancy is now a statutory periodic tenancy.

### **Submissions**

14. The Tenant says that there has been considerable disturbance during building improvement works. He states that the new bathroom and kitchen fitted in December 2025 are poorly fitted and sealant is poor or missing. There is no fridge or dishwasher and sockets are poorly fitted. Whilst work has been done it is mainly structural and the property is in poor decorative state and moulds continues throughout the house. There are old carpets throughout, and the garage door is defective.

15. He states that he has been denied access to a roof terrace previously used by him.
16. The Tenant considers that in fair condition the rent would be £900 per month but given the current condition it would not be fair to increase the rent. He did not refer to any comparable rented properties.
17. The Landlord's Statement lists a range of works undertaken at the property between December 2024 and December 2025. These include, amongst others, a new kitchen, bathroom, boiler and radiators, full rewiring, some new carpets and attendant decoration.
18. The Landlord states that all works specified in the Improvement Notice have been completed in time for the commencement of the new rent on 1 December 2025 and the notice was removed from the Land Register on 21 November 2025.
19. He also listed other works to be completed at the property.
20. The Landlord provides estimates of rental value by using online tools and from local agents as follows, but did not provide specific evidence of let comparable properties.

Your Move Estate Agent - £1400pcm

Bradleys Estate agent best price guide - £1100pcm - £1400pcm

Onthemarket.com Low estimate £1002 pcm. Best estimate £1363pcm. High estimate £1723pcm.

21. He considers the mean average to be £1331 and served notice at £1250 per month.
22. The Landlord has issued proceedings for possession on multiple grounds which includes Ground 13 that the condition of the property has deteriorated due to tenant neglect. The Tenant has issued a defence and counterclaim alleging inter alia that the Landlord has failed to comply with his obligations.

### **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 read and considered the papers it decided that it could do so.
24. The Tribunal inspected the property on 27 January 2026. It found that whilst the improvement works listed by the Landlord have been extensive, there are areas which still require attention including various areas of decoration and wall finishes. The garage door has no handle and there are signs of mould remaining.
25. At the time of inspection there were works going on to the exterior and the outside was scaffolded.

26. The provision of photographs had been particularly helpful to the Tribunal.
27. The Tribunal notes that there is no fridge or washing machine provided as is usual for this type of let.
28. 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.
29. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Plymouth 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 £1,350 per month.
30. 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.
31. The Tribunal decided that an adjustment should be made to reflect the poor overall decorative presentation and condition issues noted.
32. In addition, the Tribunal needs to reflect the lack of provision of certain white goods
33. Using its experience the Tribunal decided that the following adjustments should be made:

Overall presentation/condition issues	-£130
Limited white goods	-£20
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TOTAL adjustment per month	£150

Net rent £1,350-150=£1,200 per month

34. 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.

### **Determination**

35. 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 £1,200 per month.
36. The Tribunal directs that the new rent of £1,200 per month should take effect from 1 December 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.