



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/00HG/MNR/2026/0111
Property	:	Flat 5, 182 Rendle Street, Plymouth, Devon, PL1 1TP
Tenant	:	Anton Valchev
Tenant's Representative	:	
Landlord	:	Williams and Porter
Landlord's Address	:	180 Exeter street, Plymouth, Devon, PL4 0NQ
Landlord's Representative	:	Exeter Street Management
Type of Application	:	Section 13 Housing Act 1988 -- determination of market rent
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Simon Hodges FRICS
Date of Decision	:	13 July 2026
Rent Determined	:	£625 per calendar month
Date the new rent takes effect	:	22 May 2026

REASONS FOR THE DECISION

Background

1. On 23 March 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £700 in place of the existing rent of £615 per calendar month (pcm) to take effect from 22 May 2026.

2. The Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent under Section 13(4)(a) of the Housing Act 1988, the application was received on 15 April 2026.
3. The assured shorthold tenancy commenced on 22 May 2021 for a term of 6 months. The tenancy has continued as a rolling periodic tenancy.

Allocation of Repairs between Landlord and Tenant.

4. 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.

5. There are no service charges payable by the Tenant.
6. No furniture is included.

Liability for Council Tax

7. 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

8. With regard to rent increases, the agreement states:

1.7.8.4 In clauses 1.7.8.2 and 1.7.8.3 the Rent will increase by the amount stated for the annual increase the CPI (Consumer Prices Index as quoted by the Office for National Statistics) as quoted for the month two months prior to the month of the increase. Regardless of CPI, the amount of the rent will be subject to a minimum of 2% to a maximum of 5%.

1.7.8.5 Not applying the rent increase at the first Rent Due Date more than 363 days after the commencement date or last rent increase date will not then prevent the Landlord applying an increase on any future Rent Due Date.

1.7.8.6 In clause 1.7.8.5 the Rent will increase by the amount of the increase in the CPI (Consumer Price Index) from two months before the start of the tenancy or the last increase, whichever is the later, to the month two months prior to the month of the increase. Regardless of CPI, the amount of the rent increase will be subject to a minimum of 2% to a maximum of 5% for each complete year since the last rent increase.

Inspection/Hearing

9. There was no inspection. The Tenant in his application indicated that he did not think an inspection was required. The Landlord did not provide a reply either via Form 1A or any other means.
10. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.
11. Neither party requested an oral hearing.

The Property

12. The Property is a first-floor flat.
 - a. 1 bedroom
 - b. 1 living room
 - c. Kitchen
 - d. Hallway
 - e. 1 toilet /shower room

Evidence

13. The Tribunal has considered the written submissions provided by the Tenant. The Tenant provided Rent Form 1 and attachments (Form 4, cover letter, tenancy agreement, images of the property internally and externally, and images of bounce-back emails from the Landlord and agent).
14. There were no written submissions from the Landlord. The Tribunal sent the Landlord and the Landlord's agent emails to the addresses on the tenancy agreement; there was no reply.

The Tenant

15. The Tenant made the following comments
 - a. There is double glazing. But it is draughty
 - b. There is carpet but it has not been replaced

- c. The Tenant has made improvements: replacing taps, redecorating.
- d. There are electric radiators
- e. The Tenant has tried to contact the landlord and agent via the email addresses provided and there was not reply.
- f. The Tenant accepts that he received the Form 4 under cover of the letter dated 23 March 2026

16. In terms of rental evidence, the Tenant stated:

Please see the tenancy agreement there is a 1.7.8 which states terms and conditions for the rent increase and for second year the landlord is increasing the rent with more than what agreed . I have checked the price of the rent for properties in this area and the price is £650 pcm. Please check section 1.7.8 I will attach picture of the local rent properties . Last year rent has been increased without my agreement from £500 to £615 which represents 23% increase despite the stated terms in the contract and this year from £615 to £700 which represents 13.75% increase .Again no improvement have been made

17. The Tenant states that the appropriate rent is £650 pcm but did not provide any comparables.

The Landlord

18. The Landlord did not respond to the application.

Determination and Valuation

19. Relying on its own expertise and general knowledge of rental values in the area, and the images provided by the Tenant, the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £650 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties including having white goods and curtains provided by the landlord.

20. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a. Electric heating

21. The full valuation is shown below:

Starting Rent**£650 pcm**

Less

a) Items given under a) above £25

Subtotal

£25**Market rent****£625****Undue hardship**

22. The Tenant gave the following details:

The later (sic) states the date of which the rent will be increased. I have tryied (sic) to get in touch and try to speak with the landlord for this matter but email provided is not active . I have no chance to notify the landlord and I will send email to the agent tomorrow but the landlord is not notified due to email not in service.

23. The Landlord did not respond at all.

24. In light of the lack of financial breakdown, the Tribunal cannot make a finding of financial hardship.

Decision

25. Therefore, the Tribunal determines the market rent payable for the subject property at £625 per calendar month with effect from 22 May 2026.

Name: Tribunal Judge Bowden**Date:** 13 July 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 of 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.