



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/OOHG/MNR/2026/0105
Property	:	29 Babbacombe Close, Leigham, Plymouth, Devon PL6 8PA
Tenant	:	David Grey Zoe Grey
Tenant's Representative	:	
Landlord	:	Shaun O'Leary Sandra O'Leary
Landlord's Address	:	Fosters Orchard, 14 Higher Woodford Lane, Plymouth, PL7 4PD
Landlord's Representative	:	Moving On Lettings
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	:	£1,150 pcm
Date the new rent takes effect	:	01 May 2026

REASONS FOR THE DECISION

Background

1. On 08 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1200 in place of the existing rent of £950 per calendar month (pcm) to take effect from 01 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 Tenant's referral was received by the Tribunal on 20 April 2026
3. The assured shorthold tenancy (AST) is dated 06 March 2025, the term was from 10 April 2025 to 31 October 2025, and was at the time of the Landlord's notice a rolling monthly 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 Tenants.

Liability for Council Tax

6. The Tenants are 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

7. There are no terms relevant to rent in the tenancy agreement.
8. The agreement is dated March 2025 – there is no reference to there being a limit on rent increases to £25.
9. There is a message from Shaun O'Leary dated 16/12/24 that states:

I will consider this if I do decide to fit the gate for you it won't be for a while I do have concerns after my inspection that possibly you can't really afford to live there ,ie the comments about the cost of your heating

Also because your rent will increase by £25.00 per month from the 1.11.25 and again by £25.00 per month from the 1.11.26 This is

written in this years tenancy agreement which I presume you have read

Inspection/Hearing

10. There was no inspection. The Tenants on Form Rents 1 ticked the box indicating that they did not think an inspection was required. The Landlord did not provide substantiated reasons for an inspection in their Form 1A, although they stated they would 'welcome an inspection'.
11. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.
12. Neither party requested an oral hearing.

The Property

13. The Property is a Terraced house with the following features:
 - a. 1 living room
 - b. 3 bedrooms
 - c. 1 bathroom
 - d. 1 downstairs toilet
 - e. Front and rear garden
 - f. No furniture is included

Evidence

14. The Tribunal considered the following:
 - a. Tenants Form Rents 1 and attachments (statement, Form 4 notice, annotated images, and text messages between the Tenants and the agent)
 - b. Rule 14 authority form
 - c. Landlord's Form Rents 1A and attachments (Tenancy agreement, inspection report 12/08/25), comparables, images)

- d. Rule 14 authority from the Landlord's authorising their agent 'Moving on Lettings'.
 - e. Tenants Form Rents 1B and attachments (text messages between the Tenants and the Landlord)
- 15. The Tribunal has considered the written submissions provided by the parties within the forms submitted to the Tribunal.

The Tenant

- 16. The Tenants made the following comments
 - a. The condition of the property was relevant; it had not been adequately maintained. The current condition did not reflect the rent increase – the proposed rent was for a well-maintained property.
 - b. The Tenants cannot afford the rental increase, Mr Grey is full-time carer for his wife, Mrs Grey and their 3 children.
 - c. There are ongoing structural and maintenance issues, including unresolved internal damage.
 - d. Water damage (including to the children's bedrooms) and visible cracks
 - e. Delays carrying out repairs e.g. windows
 - f. There was an agreement between them and the Landlord that the rent could only increase by £25 pcm.
 - g. Work in the Tenants' son bedroom was left unfinished, there are concerns about dust and fumes.
 - h. No comparables were provided – the Tenants said that the market rent was £950.

The Landlord

- 17. The Landlord made the following comments
 - a. They did not agree with the Tenants' comments and do not agree with the Tenants' proposed rent.
 - b. The 12/08/25 inspection report indicated the condition

- c. Works had been delayed by the Tenant
- d. The cracks are hairline/settlement
- e. There were minimal black spots of mould but were wipeable
- f. The property was completely refurbished when the Tenants moved in, in 2024.
- g. The comparables supplied were:
 - i. Findon Gardens - Let agreed - £1,250 pcm
 - 3 bed (2 double/1 single)– 1 bath – lounge/diner
 - Mid-terraced
 - ii. Thirlmere Gardens - Let agreed - £1,250 pcm
 - 3 bed
 - Semi

Determination and Valuation

18. The tenancy agreement signed by the parties in March 2025 did not contain any reference to, or an agreement that, rent was to be increased by £25. The email from Mr O’Leary (17 December 2024) pre-dated the current agreement (March 2025) and refers to an older agreement i.e. “this year’s tenancy agreement” would refer to an agreement in 2024. The Tribunal appreciates that the email refers to “your rent will increase by £25.00 per month from the 1.11.25 and again by £25.00 per month from the 1.11.26”. The £25 increases are not included in the signed March 2025 agreement. The jurisdiction of this Tribunal is to determine the market rent; it cannot determine contractual issues.
19. The Tenants did not provide any comparables. The Tenants did provide photos, but no other evidence to substantiate the issues they raise about unfinished repairs and dust/fumes.
20. The Landlord provided comparables, and the Tribunal considers the comparables provided by the Landlord are relevant to this matter.
21. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and

in good order would be in the order of £1,200 pcm etc. 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.

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

- a. Issues with the condition and lack of repair and maintenance of the Property which reduce its value – including but not limited to the shrinkage cracks, damp mould as seen in the photographs and mentioned in the inspection report.

23. The full valuation is shown below:

Starting Rent	£1,200 pcm
Less	
a) Items given under a) above	£50
Subtotal	£50
Market rent	£1,150

Undue hardship

24. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the Tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.

25. The Tenant gave the following details:

- a. Mr Grey is the full-time carer for his wife.
- b. He had to give up work last year in June/July
- c. The Tenants started receiving disability benefit in December 2025.
- d. They live on Mrs Grey's PIP
- e. There are three children aged 2/9/11

26. There was no financial breakdown or financial evidence before the Tribunal.
27. The Landlord did not specifically respond to the undue hardship, save for stating that he did not want the tribunal to take account of it.
28. In light of the lack of financial breakdown and lack of financial evidence, the Tribunal cannot make a finding of financial hardship.

Decision

29. Therefore, the Tribunal determines the market rent for the subject property at £1,150.00 per calendar month with effect from 01 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.