



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/18UG/MNR/2026/0123
Property	:	Peacock Hill, Newton Ferrers, Plymouth, Devon, PL8 1HS
Tenant	:	Maryon Jeane Edward Hamer
Tenant's Representative	:	
Landlord	:	Catherine Lucile Sayers
Landlord's Address	:	Arrow, Church Road, Quenington, Gloucestershire, GL7 5BN
Landlord's Representative	:	
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 per calendar month
Date the new rent takes effect	:	02 June 2026

REASONS FOR THE DECISION

Background

1. On 02 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,095 in place of

the existing rent of £995 per calendar month (pcm) to take effect from 02 June 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 27 April 2026.
3. The assured shorthold tenancy commenced on 02 June 2018 for a term of 12 months. The tenancy has continued as a rolling monthly periodic tenancy.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985

Service Charges or furniture provided by Landlord (other than carpets and curtains 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:

- a. Rent reviews will be carried out every two years
- b. The starting rent was £900
- c. Clause 9

On the second and subsequent biennial anniversaries of this agreement the rent shall be reviewed so as to be the higher of:

(9. 1) The rent set out in this agreement or such as may be subsequently settled on review or

(9.2) The rental figure which is arrived at by adding to the rent payable the day before the review the percentage increase by which the Retail Price Index has increased over and above the figure at the date of the commencement of this agreement or (9.3) Such rental figure as may be agreed between the parties which represents the open market value of the property (after taking into account any improvements made by the Landlord) as at the date of review or if the parties shall not so agree as may be determined by an Arbitrator appointed by agreement between the parties or if the parties cannot agree on an appointment by an Arbitrator appointed (at the instance of either of the parties) by the President for the time being of the Royal Institution of Chartered Surveyors

Inspection/Hearing

9. There was no inspection. The Tenants, in their application form, indicated that they did not think an inspection was required. The Landlord did not provide substantiated reasons for an inspection in their Form 1A.
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 Tenants describe the Property as:
 - a. Three small bedrooms, one small bathroom, one separate WC, one living room, a small utility room (single-skinned, non-habitable)
 - b. Oil-fired heating. Some double-glazing. Cement and wood flooring with carpet and vinyl laid over
 - c. Garage large garden, summerhouse (poor condition)
 - d. Greenhouse (very poor condition)
13. The Landlord describes the property as:
 - a. This is a 3-bedroom bungalow in glorious grounds in the South Hams, Devon, which is a designated area of outstanding natural beauty.

- b. Detached and in its own grounds with beautiful views.
 - c. The principal bedroom is king-size, the second a double-size, and the third a single-size.
 - d. The summerhouse roof has been repaired, as has the door mechanism, as well as the footings and an upgraded deck area, so I would not describe it as in poor condition.
 - e. The greenhouse, although dated, is spacious inside.
 - f. The bathroom isn't small – it houses a shower over a normal-sized bath, as well as the sink & w/c.
 - g. The utility is spacious and has an adjacent w/c.
 - h. The garage is used by the Tenant as a storage area. The loft is also used by the Tenant as a storage area.
 - i. There is a PIV system and secondary electric heaters in the separate w/c, and the storage cupboard next to it.
 - j. The PIV system and trickle vent fans were installed in the bathroom & utility as a result of the Tenant reporting patches of black spot mould.
14. There is a suspended Improvement Notice regarding excessive cold and inadequate thermal insulation. The Improvement Notice was suspended by West Devon Borough Council on the following basis:

The operation of this Notice is suspended until the current possession hearing has concluded or the Tenant allows remedial works to go ahead or the Tenant has vacated – whichever happens sooner.

Evidence

15. The Tribunal has considered the written submissions provided by the parties.
- a. The Tenant provided Rents Form 1 and attachments (Form 4, tenancy agreement dated 2017 and unsigned).
 - b. The Landlord provided Rents Form 1A and attachments (extended statement, Suspended Improvement Notice, Peacock Hill pictures from 2014 to 2018, letter from West Devon Borough

Council dated 13 February 2026, tenancy agreement dated 2018 and signed, and an email from Steve Daniels).

- c. The Tenant provided a reply via email on 30 May 2026.

The Tenant

16. The Tenant made the following comments

- a. The bungalow is a one-off (1971 basic bungalow with a single skinned utility room). It is far inferior to all the nearby houses, which are also much larger and more substantial in every respect, so there is no immediate comparison available.
- b. The property is damp.
- c. There is a category 1 hazard.
- d. Trees block light.
- e. The bath is damaged beyond repair, and the basin cracked; the loo was broken and the Tenant had to pay for the repair.
- f. Refers to a professional damp survey – but did not provide a copy.
- g. The Tenant alleges that the Landlord has failed to carry out repairs and maintenance.
- h. They had improved the property:

We have made many improvements during our tenancy to date, including having the kitchen, lobby room and bathroom floors screeded and high quality vinyl laid and good quality carpeting (the original was 'contract' quality) and good quality underlay (there was no underlay originally) in the living room and hallway. However as our objection to the proposed rent increase is not about the accommodation afforded, although we can obviously provide details of all the improvements and repairs I think it would be a waste of the tribunal's time at this stage to have to peruse it all.

- 17. The Tenants gave a long commentary regarding their view of the Landlord's failings.
- 18. In the reply email, the Tenant denied the case put forward by the Landlord.

19. The Tenant states that the appropriate rent is £1,000 pcm but did not provide any comparables.

The Landlord

20. The Landlord made the following comments
- a. The Tenant has refused access to tradespeople, resulting in repairs not being carried out.
 - b. The Landlord is happy to undertake the works outlined in the plan previously provided, together with the council works stipulated, of cavity wall insulation, ventilation & loft insulation.
21. The Landlord provided the following comparables information from Veronica Beaver, Your Home Let Limited:

Further to our previous telephone conversations on 3rd April 2026, regarding the annual rent review at Peacock Hill, I explained that without visiting the property it was difficult to give a definite rental appraisal figure but just from the location, size of the house, it being a detached bungalow with a garage, I would suggest a market value of anything up to £1400pcm. But a fair rent would be somewhere in the region of £1300pcm, you asked if £1095pcm would be fair and in my professional opinion for a property of this size and in such a desirable location this would be extremely fair.

To give you an idea of the current market, 2 bed semi detached properties in the local area are achieving £1100pcm, 3 bed terraced family homes with garages are achieving between £1250 - £1300pcm and are usually snapped up on the first viewing, due to lack of properties as a whole.

Determination and Valuation

22. There was an indication that the Tenant i) stopped paying rent in April 2026 and ii) later vacated the property. But this was not a relevant consideration to the Tribunal.
23. 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 £1,300 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.

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

a. Want of repairs and maintenance, and suspended Improvement Notice regarding excessive cold and inadequate thermal insulation.

b. Improvements made by the Tenants

25. The full valuation is shown below:

Starting Rent	£1,300 pcm
Less	
a) Items given under a) above	£100
b) Items given under b) above	£50
Subtotal	£150
 Market rent	 £1,150

Undue hardship

26. The Tenants did not seek to raise undue hardship

Decision

27. Therefore, the Tribunal determines the market rent payable for the subject property at £1,150 per calendar month with effect from 02 June 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.