

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HG/MRA/2026/0032
Property	Flat 1. 18 Manor Road, Stonehouse, Plymouth, Devon PL1 1TL
Tenants	Jason Denholm
Tenant's Representative	N/A
Landlord	Eraglow Building Ltd
Landlord's Address	6 North Road East, Plymouth, Devon, PL4 6AS
Landlord's Representative	Eraglow Building & Letting Ltd
Date of Application	6 July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Ms S Greer
Date of Decision	1 September 2026
Rent Determined	£625 per calendar month
Date the new rent takes effect	8 September 2026

REASONS FOR THE DECISION

Background

1. On 30 June 2026, the Landlord, acting by its agent Eraglow Building & Letting Ltd served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £625 per calendar month in place of the existing rent of £595 per calendar month to take effect from 8 September 2026. This being an increase of £30 which equates to approximately 5%.
2. On 6 July 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The tenancy is an assured shorthold tenancy granted to the Tenant by an agreement dated 8 May 2025 at a rent of £595 per calendar month payable in advance. The rental period is monthly, and the tenancy was for a period of 6 months. Therefore, this is an assured periodic agreement.
4. The Landlord's notice was served after the 1 May 2026. The Tribunal has accordingly determined this reference under sections 14 of the Renters' Rights Act 2025.

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985.
6. The Tenant is responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

7. Service charges are not payable by the Tenant for the Property.
8. Some furniture is provided by the Landlord: with sideboard, sofa, table bed, washing machine and cooker.
9. The rent is exclusive of charges for utilities.

Liability for Council Tax

10. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

11. Neither party requested an oral hearing or an inspection of the Property, and both parties agreed to the application being determined without either. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

The Property is a purpose built ground floor flat (although the tenant states it is first floor) forming part of a three-storey block containing six flats. The accommodation comprises living room, kitchen, bedroom and bathroom. The property has an EPC of C which is above average. The stated floor area is 31m² which is considered small in comparison with the average one bedroom flat.

The block has rendered elevations under a pitched and tiled roof. There is no allocated parking.

The Property benefits from double glazing gas central heating and floor coverings.

The Property is located in a mixed commercial/residential area in central Plymouth convenient to local amenities.

Evidence

12. Both the Tenant and the Landlord returned the Tribunal's reply forms with helpful photographs. The Tenant also submitted a reply in form MR3 together with a written submission

The Tenant.

13. The Tenant made the following comments:
 - a) Following discussions with his neighbour, they confirmed they are paying £575 per month following an increase from £550.
 - b) The fabric of the building is in despair; the external render is crumbling and cracked.
 - c) The front entrance door requires attention, and the metal fire escape staircase is corroded and dangerous.
 - d) There are areas of flooring that are suffering from rot infestation.

- e) For these reasons the Tenant is prepared to accept the current rent of £595 per month.

The Landlord

14. The Landlord made the following comments:

- a) The Landlord states flats 3,4 and 5 are long-term tenancies and are no furnished.
- b) Flat 6 was let in October 2024 at a rental £625 per month.
- c) In contrast, Flat 1 is fully furnished and in good condition with gas central heating.

Determination and Valuation

- 15. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenants.
- 16. The Tribunal is grateful to both parties for the evidence they have provided.
- 17. Relying on its own expert, general knowledge of rental values in the Plymouth area together with the comparable evidence provided by the Landlord the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £685 per month. This is the rent we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.

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

- a) The external disrepair of the fabric of the building.
- b) The defective front entrance door.
- c) The corroded metal fire escape staircase.
- d) The rot to floor boards.

18. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £60 should be applied in order to take account of the of the above matters. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

The full valuation is shown below:

Starting Rent	<u>£685 pm</u>
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Less

a) Items given under a)-d) above	<u>£60</u>
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Market rent	£625 pm
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Undue Hardship

19. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
20. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because he is on Government benefits.
21. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and does not fix a later starting date.

Decision

22. Therefore, the Tribunal determines the market rent at £625 per calendar month with effect from 8 September 2026.

23. The authority for the Tribunal to set the date when a new rent takes effect now comes from **Section 14(A1)** and the related determination provisions in the [Renters' Rights Act 2025](#) (which amends the [Housing Act 1988](#)). Therefore, the new rent takes effect from the date of this decision.

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.