	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/00HE/MNR/2026/0101**
Property	**9 Forthvean Crescent, Porthtowan, Truro TR4 8AU**
Tenant	**Oliver & Katharine Riddett**
Tenant's Representative	
Landlord	**Sharon Hughes**
Landlord's Address	**14 Great Copper Thorn, Stubbington, HANTS, PO14 2FP**
Landlord's Representative	
Date of Application	**22 April 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge Bowden** **Tribunal Member Mr M Woodrow MRICS**
Date of Inspection	**19 October 2026**
Date of Valuation	**30 October 2026**
Rent Determined	**£1,240 per calendar month**
Date of Decision	**02 November 2026**
Date the new rent takes effect	**08 April 2026**

REASONS FOR THE DECISION

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Background

1. On 09 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,500 in place of the existing rent of £1,000 per calendar month (pcm) to take effect from 08 April 2026.

2. On 22 April 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 Tenants' referral was received by the Tribunal on 22 April 2026 and acknowledged on 23 April 2026.

4. The assured shorthold tenancy commenced on 08 March 2022, when the property was purchased. The property was purchased with the Tenants in situ with the intention that they would remain tenants. The rental period is monthly. At the time of purchase, there was no set term. Following the amendments introduced by the Renters' Reform Act 2025, the tenancy became a periodic assured tenancy with a monthly rent period (Housing Act 1988, s. 4A).

Validity of the Notice – Section 13B of the Housing Act 1988

5. The Tenants on the MR1 agreed that the notice served was valid.

6. On 22 October 2026, after the inspection, the tenants filed and served a CMA Order 1 seeking to add evidence relating to validity and to challenge validity. The Tenants sought to rely on a witness statement from Nick Gregory, one of the Tenants' fathers, to say that he had not agreed to the Section 13 notice being served.

7. That CMA dated 22 October 2026 was not provided to the Panel before the hearing. The parties had been told that the Panel would determine the CMA at the hearing.

8. At the CVP hearing on 30 October 2026, the Tenants drew the Panel's attention to the CMA and sought to raise validity as an issue.

9. The Landlord, Ms Hughes, did not accept that the Section 13 notice was invalid.

Determination as to the validity of the Notice of Increase

10. The CMA dated 22 October 2026 was for:

    a. permission for the Applicants to rely on further material after our MR3 (RENTS 1B) response of 8 October 2026 being

i. Cornwall Council's Housing Act 2004 post-inspection letter dated 21 October 2026 (attached); and

ii. They signed statement of Nicholas Ralph Gregory and our short note about authority to issue the Form 4 notice, which were emailed to the Tribunal on 16 October 2026

b. for the Tribunal to consider the preliminary issue of the Form 4 Notice's validity.

11. The Tribunal notes that from February 2026 to October 2026, despite an MR1, MR3 and significant correspondence passing between the parties and the Tribunal, the Tenants did not raise validity.

12. The CMA dated 22 October 2026 was made after the Tribunal began considering the application - there was an inspection on 19 October 2026. But for HMCTS being unable to locate a hearing room on 19 October 2026, the matter would have been determined on 19 October 2026.

The Law

13. The Form 4 Notice provides a Tenant with the details of a rent increase and when it will take effect.

14. The relevant sections and subsections are:

> ***13.— Increases of rent under assured [tenancies other than relevant low-cost tenancies***
>
> *(1) This section applies to any assured tenancy other than a relevant low-cost tenancy.*
>
> *(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than—*
>
> > *(a) two months after the date of the service of the notice; and*
> >
> > *(b) either*
> >
> > > *(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began; or*

(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14 below, either

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect; or

(ii) in any other case, the appropriate date.

(4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—

(a) the tenant applies to the appropriate tribunal under section 14(A3) ; or

(b) the landlord and the tenant agree on a [new rent which is lower than] that proposed in the notice or agree that the rent should not be varied.

15. Section 45 HA 1988 defines 'landlord' as:

"landlord" includes any person from time to time deriving title under the original landlord and also includes, in relation to a dwelling-house, any person other than a tenant who is, or but for the existence of an assured tenancy would be, entitled to possession of the dwelling-house;

16. Section 13B HA 1988 gives the Tribunal the power to make a determination on the validity of the s13 notice:

Challenge to validity of notice to increase rent

13B Where a tenant under an assured tenancy makes an application to the appropriate tribunal, the tribunal may determine whether a notice served on the tenant under section 13(2) or 13A(2) is valid

Consideration

17. The Tribunal reminds itself of the Upper Tribunal and superior courts' approach to alleged errors in notices' impact on validity, especially where there is no statutory sanction. See:

a. A1 Properties (Sunderland) Ltd v Tudor Studios RTM Co Ltd [2024] UKSC 27,

b. Atesheva v Halifax Management Ltd [2024] UKUT 314 (LC),

c. Avon Freeholds Limited v Cresta Court E Rtm Company Ltd [2024] UKUT 335 (LC), and

d. Avon Freeholds Ltd v Cresta Court E RTM Co Ltd [2026] UKSC 31.

18. The tribunal reminds itself of its overriding duty.

Decision

19. The CMA dated 22 October 2026 is refused, the Tenants had sufficient time before 22 October 2026 to raise the issue, Mr Gregory was not in attendance, and his evidence could not be challenged.

20. Even if permission were granted, the validity argument would fail because Ms Hughes fell within the definition of "landlord" in s.45 of the HA 1988.

Allocation of Repairs between Landlord and Tenant.

21. As at the time of the section 13 notice, per section 11 of the Landlord and Tenant Act 1985.

22. There is evidence that, from 08 March 2022 until April 2025, the original tenancy agreement was that the Tenants would carry out maintenance, and the rent would be reduced to £1,000 pcm to reflect this. On 04 April 2025, the Tenants sent the Landlord a 'Formal Notice of Disrepair'.

Service Charges or furniture provided by the Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

23. No services are provided under the tenancy.

Liability for Council Tax

24. 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

25. There is currently no written tenancy agreement.

Inspection

26. The Panel attended the Property on 19 October 2026 at 10:00. Those present were the Panel and the Tenants. The Landlord did not attend.

27. The Panel noted the following at the inspection:

    a. A detached bungalow with off-street parking situated on a large plot surrounded by garden on all sides.

28. It is situated at the head of a cul-de-sac within a small coastal village. Limited local amenities are available. The accommodation comprises: Entrance hallway, living room, kitchen/diner, three bedrooms, a bathroom with WC , a utility room with toilet off, and a former garage converted to provide two bedrooms.

29. The property was connected to mains electricity, water and drainage.

30. The original oil-fired central heating system had been disconnected and replaced with an air-source heat pump system. Much of the former oil-fired system's boiler, pipework and radiators were still present in the property, though part of it had been removed

31. The kitchen and bathroom were unmodernized and appeared to have been in the property for several years.

    a. The internal decoration showed signs of wear and tear.

32. The laminate flooring and kitchen lino showed signs of wear and had damage in places.

33. The carpets were also showing signs of wear.

CVP Hearing

34. The parties requested an oral hearing. The hearing was held via CVP on 30 October 2026 at 10:00. Both parties attended.

The Property

35. In addition to the above inspection observations, the following is known about the property:

Furniture:	Not included
Furnishings:	Curtains and window coverings were not included

Appliances:	Does not include appliances
Heating and thermal efficiency	Central Heating Double glazing Solar panels and air-source heat pump heating

Improvements

36. The Tenants have listed improvements:

    a. Adding two bedrooms via the garage conversion

    b. Redecoration and associated works.

37. The Landlord says that the garage conversion was not done with her permission; it is unauthorised by her, there is no planning consent, and it does not comply with building regulations. The redecoration works fell within the terms of the original agreement, which required the Tenants to carry out maintenance in exchange for discounted rent.

Evidence

38. The Tribunal carefully considered the MR1 (tenant), Rents2 (landlord) and MR3 (tenant's reply) and attachments provided by the parties, along with relevant correspondence provided to it in the hearing bundle.

39. The Tribunal also carefully considered the oral evidence from the Tenants and the Landlord and the 308-page hearing bundle. The Tribunal is grateful for the assistance from the parties and the documents provided. If something is not mentioned in this decision, it does not mean it has not been considered by the Tribunal.

The Tenants

40. The Tenants provided:

    a. **With MR1:** Reason for the application, Form 4, images, Evidence Summary in Support of Proposed Market Rent (£1,000 per month), Formal Notice of Disrepair Under the Landlord and Tenant Act 1985, Watt Electrical invoice, and WhatsApp messages.

    b. **With MR3**:Response to final legal demand for alleged arrears, notice of standing and harm, fee schedule for dishonour trespass and equitable harm, statement of rent, without prejudice letter, Draft tenancy agreement dated the 11th of April 2025, declaration of trust dated the 8th of March 2022, further images, emails between the parties, letter before action, EICR report dated the

21st of January 2026, Mitchell and Webber invoices, photographic condition evidence, level 2 survey and valuation report.

41. The Tenant made the following comments:

a. They thought the open market rent should be £1,000 pcm.

b. The proposed rent exceeds the market rent that would be payable for the property, having regard to its condition and the improvements they have carried out and funded.

c. The property has been affected by various defects and maintenance issues, including damp, which have adversely affected the rentable value of the property and have not been adequately reflected in the proposed rent.

d. They have undertaken substantial improvement works at their own expense. They state that these works include redecoration, damp-treatment works, replacement flooring and doors, installation of solar panels and an air source heating system, replacement of the garage roof, and works to convert the garage. They maintain that these improvements were funded through their own money, labour and effort rather than by the landlord.

e. When determining the market rent under the statutory assumptions, any increase in rental value attributable to the tenant-funded improvements should be disregarded. It would be inappropriate for the landlord to benefit from a higher rent that reflects improvements for which they bore the cost.

f. Communications between the parties led them to believe that investing in the property was worthwhile and that their expenditure would not simply result in an increased rent payable to the landlord.

g. The proposed rent is excessive and that the market rent should be assessed by reference to the condition of the property excluding the effect of their improvements.

42. In terms of rental evidence, the Tenants did not provide comparables. The 3-bed 2-bath property at Beach Road, Porthtowan was accepted by the Tenants to be the closest comparable of the comparables provided by the Landlord; the rent was £1,450 pcm. However, it was in good condition, i.e., without the disrepair issues the subject property has.

43. In oral evidence, the Tenants confirmed the above and:

a. There was no planning/building regulations approval for the garage conversion.

The Landlord

44. The landlord provided:

a. Supplemental pages to the Rents 1A, emails between the parties, emails regarding RX1, emails regarding issues relating to access, comparables.

45. The Landlord made the following comments:

a. The proposed rent reflected the market rent for the property and was reasonable having regard to its location, accommodation and amenities.

b. She maintained that the dwelling provided substantial accommodation and should command a rent consistent with comparable properties in the local market.

c. The Landlord disputed that all of the alleged improvements should be taken into account in the manner suggested by the tenants. She contended that certain works had been undertaken without her knowledge, consent or agreement. In particular, she challenged the tenants' reliance upon the installation of solar panels, the air source heating system and the garage conversion works, maintaining that these were not authorised by her.

d. The Landlord further contended that the garage conversion was not planning or building regulation compliant and, as it had no planning permission/building regulation approval, it did not enhance the rental value of the property.

e. The Landlord disputed the Tenants' assertions that discussions and communications encouraged them to undertake substantial expenditure on the property.

f. The landlord relied on the 17 October 2022 letter where the Tenants put in writing that the tenants were Responsible for repairs and maintenance.

g. It was not until April 2025 that many of the disrepair issues were raised by the Tenants; they then failed to provide details. Once they had, in May 2026, the Landlord took responsibility for the disrepair and began remedial works.

46. In oral evidence, the Landlord confirmed the above and:

a. The alleged damp was under investigation; a damp survey was booked.

b. Access to assess the windows had been sought but not permitted to date.

c. The plumber doing the damp survey was also going to investigate the shower leak.

d. Had not been aware of there not being any hot water in the kitchen tap.

e. The flooring was warped/damage; this would have been part of the tenant's obligations up to April 2025.

f. If disrepair had occurred while the tenants were responsible, but was not her responsibility, that should be reflected in the level of rent.

47. The Landlord included many comparables, many of which were not directly comparable as they were not for 3-bed detached properties. The rents cited, which were for a variety of types, size and location in West Cornwall, ranged in advertised asking prices between £850 pcm and £2,375 pcm.

48. The Landlord's comparable properties are summarised below:

Property	**Features**	**Evidence**	**Rent pcm**	**Treatment by the Tribunal**
Subject property	3 bed 1 bath Detached Bunglow Off street parking. Excluding garage		£1,000 £1,000 Tenant position £1,500 Landlord position	
a. Beach Road, Porthtowan, TR4 8AA	3 bed 2 bath Semi	Property website	£1,450	Although this is a semi it was agreed by the tenants to be the best comparable
b. Goonhavern	4 bed 2 bath Semi Modern		£1,800	This property is 4-bed and modern. It is of limited use
c. Truro	4 bed 2bath Semi		£1,600	Too little information to be of assistance

d. Threemilestone	3 bed 1 bath Semi		£1,500	Too little information to be of assistance
e. Porthtowan	3 bed 2 bath Semi		£1,450	This is property (a) above
f. Truro	2 bed 1 bath Apartment		£1,300	This is an apartment – and not of assistance.
g. Truro	3 bed 1 bath End of terrace		£1,300	Too little information to be of assistance
h. Truro	2 bed 1 bath Terrace		£1,200	Too little information to be of assistance
i. Threemilestone	2 bed 1 bath Terrace		£1,150	Too little information to be of assistance
j. St Agnes	2 bed 1 bath Terraced		£1,100	Too little information to be of assistance
k. Truro	2 bed 1 bath Apartment		£1,100	This is an apartment – and not of assistance.
l. Trevelthan Road, Redruth TR16	3 bed 1 bath Bungalow		£1,300	Too little information to be of assistance
m. Ford Row Redruth TR15	3 bed 1 bath Terrace with flying freehold passage		£850	Too little information to be of assistance
n. Fore Street, Redruth TR15	3 beds 7 baths [House share]		£795	Too little information to be of assistance
o. Carnkle, Redruth TR16	3 beds 2 baths Semi		£1,200	Too little information to be of assistance
p. Poltair Close, Camborne TR14	3 bed 2 bath Modern Detached. Garage		£1,500	Too little information to be of assistance
q. Wheal Golden Dr, Holywell Bay TR8	3 bed 1 bath Bungalow		£1,295	Too little information to be of assistance
r. Polisken Way, St Erme TR4	3 bed 2 bath Semi		£1,300	Too little information to be of assistance
s. Tara Vale, Crantock, Newquay TR8	3 bed 2 bath Semi		£1,650	Too little information to be of assistance

t. Seworgan,	3 bed 2 baths Single story stone building		£1,500	Too little information to be of assistance
u. Trevemper, Newquay TR8	3 bed 3 baths Bungalow		£1,800	Too little information to be of assistance
v. Penweris Terrace, Falmouth TR11	3 beds 2 bath Terrace		£2,375	Too little information to be of assistance
w. Cavendish Cres, Newquay TR7	3 bed 2 bath Semi		£1,395	Too little information to be of assistance
x. Little Mill Lane, St Erth TR27	3 bed 2 bath Semi?		£1,250	Too little information to be of assistance
y. Park An Fentem, Helston TR13	3 bed 2 bath End of terrace?		£1,350	Too little information to be of assistance
z. Albion Rd, Helston TR13	3 bed 1 bath Semi		£1,090	Too little information to be of assistance
aa. Perranthnoe, Penzance TR20	3 bed 2 bath Det Bungalow		£2,000	Too little information to be of assistance
bb. Fore Street, Marazion TR17	3 bed 3 bath Terrace		£1,800	Too little information to be of assistance
cc. West End, Marazion TR17	3 bed 1 bath Semi?		£1,295	Too little information to be of assistance
dd. Penzance	3 bed 2 bath Detached		£1,700	Too little information to be of assistance
ee. Penzance	3 bed 3 bath Detached		£1,300	Too little information to be of assistance
ff. Threemilestone	3 bed 1 bath Link detached House		£1,600	Too little information to be of assistance
gg. Truro	3 bed 2 bath Semi		£1,450	Too little information to be of assistance

Determination and Valuation

49. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the

Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

50. The Tribunal carefully considered the comparable properties put forward. The volume of comparables indicates the wide range of rental values for a 3-bed detached bungalow. Most of the proposed comparables were a single image with a very limited property description, usually bed/bath and occasionally reception room. The proposed comparable bungalows/detached properties were an indicator of rental values. However, the subject property is highly unusual due to its unusual rental history and the maintenance arrangements. The property also benefits from sitting on a generous plot.

51. The Tribunal treated the subject property as having 3 bedrooms. . The garage conversion bedrooms were excluded as these are not recognised by planning; therefore, if advertised, they could not be advertised as bedrooms.

52. Relying on its own expertise and general knowledge of rental values in the area, and the relevant comparable properties provided by the parties. The Tribunal considers that the market rent of the property, had it been in good repair and condition, would be £1,550 for a 3-bedroom bungalow.

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

    a. 20% to reflect the element of disrepair acknowledged by the landlord, requiring remedial work, and the dated kitchen and bathroom facilities.

54. The full valuation is shown below:

Starting Rent	**£1,550 pcm**
Less	
a) Items given under 53a. above	20%
Market rent for the Property	**£1,240 pcm**

Undue hardship

55. The Tenants have asked the Tribunal to fix a later starting date in this case. The Tenants say they will suffer undue hardship because:

    a. An increase from £1,000 to £1,500 per month would represent a significant and immediate increase in our housing costs, which we would not be able to absorb without financial strain.

    b. Paying the increased amount from the date specified in the notice would place us under pressure to meet essential living expenses and could result in financial instability.

    c. Given that the increase is disputed and the condition of the property does not justify the proposed rent, it would cause hardship for the increased rent to be payable before the Tribunal has made a determination.

56. The Tenants did not produce any financial evidence

57. The Landlord responded with the following:

    a. The Tenants are in significant rent arrears and have reduced payments unilaterally for over a year. Any claim of hardship should be considered in the context of this payment history and conduct.

58. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions.

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

Decision

60. The Tribunal determines the new rent amount at £1,240 per calendar month with effect from 08 April 2026

Name: Tribunal Judge Bowden **Date:** 02 November 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.