	**FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/18UH/MNR/2026/0091**
Property	**Bramblebank, Torbryan, Newton Abbot, Devon, TQ12 5UR**
Tenant	**Rosita MacGowan**
Tenant's Representative	**-**
Landlord	**Robert Webb**
Landlord's Address	**38 Buttercombe Close, Ogwell, Devon**
Landlord's Representative	-
Date of Application	**29 March 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**W H Gater FRICS – Chair M C Woodrow MRICS**
Date of Decision	**9 November 2026**

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Rent Determined	**£1,500 per calendar month**
Date the new rent takes effect	**1 April 2026**

REASONS FOR THE DECISION

Background

1. On 28 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,200 per calendar month(pcm) in place of the existing rent of £1,300 pcm to take effect from 1 April 2026.

2. On 29 March 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 assured tenancy commenced on 1 June 2020 for a term of two years. The rental period is monthly.

4. As the Landlord's notice was issued before the 1 May 2026, the new rent is not subject to the Renters Rights Act 2025 and the starting date for the new rent, in the absence of a successful hardship application, would be 1 April 2026.

Allocation of Repairs between Landlord and Tenant.

5. 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.

6. Nil.

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.

Inspection and Hearing

8. An inspection and hearing by video platform were held on 9 November 2026. The Tribunal has considered this case on the basis of the inspection, the hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Tribunal carried out the inspection of the Property on 9 November 2026, initially in the presence of the Landlord. The Tenant joined part way through the inspection.

10. The Property is a detached bungalow in the village of Torbryan near Newton Abbot. It stands in an elevated site with stepped, mostly lawned gardens surrounded by hedges. It is adjacent to a public house which is now said to be used mainly for holiday accommodation.

11. The accommodation comprises Kitchen with utility area off. Lounge. Four bedrooms. Bathroom with spa bath and wc, and cabinet shower with steam feature. Separate WC.

12. Outside: Attached lean-to building with shower/wc /wash basin. Heated, filtered swimming pool. Timber changing room. Hot tub. Double garage with roller door. Single garage accessed at rear of property.2 greenhouses. Large garden room (now in two rooms due to installation of partition by tenant).

Evidence

13. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply). The evidence below is a summary of written and oral submissions from the parties including answers to questions by the Tribunal at the hearing.

The Tenant.

14. The Tenant made the following comments:

    a) The Tenant stated that she pays on average £300 per month for gardening costs maintaining the lawns and hedge cutting. Other comparable properties have gardening provided within the rent paid.

b) The condition of the property is considerably below standard. There have been ongoing and unresolved leaks in the roof affecting the ceilings in three bedrooms, the kitchen and hallway. Kitchen units are damaged, the ceilings bowed and mould and damp affects walls as a result. Some repairs were carried out in November 2025, but the problem persists.

c) Both garages are defective, one with a broken door and the other with a leaking roof and no door. Power trips out in outbuildings where roof leaks occur. One of the ovens in the electric range does not work.

d) The pool and hot tub are unusable due to plant failures.

e) The Tenant has replaced carpets with laminate flooring in the bedrooms and lounge.

f) Comparable properties quoted by the Landlord have better EPC ratings than Bramblebank which was rated D until expiry in July 2022.

g) The Tenant proposes that a rent of £1,100 per month would be reasonable, reflecting market evidence and the condition of the property.

In terms of rental evidence, the Tenant referred to: -

1. A 4-bedroom detached house in Torbryan, four doors down the same road, let at £1,600 pcm. The rent includes the cost of gardening.

2. A 4-bedroom detached house to rent in Broadhempston offered at £1,450 pcm.

The Landlord

15. The Landlord made the following comments: -

a) The property is unique and in a stunning location. It is set in just under an acre of land with no passing traffic. It features Pool, hot tub, 2 garages and outbuildings.

b) The garden is generous to upkeep, but this was known to the tenant on renting.

c) The Landlord disagreed with the Tenant on how the property was managed. Whilst the Tenant maintains that she must take the lead, the Landlord states that he does respond when asked, but the Tenant does not notify defects. For example, the pool and hot tub could have been fixed if he had been notified.

d) Roof leaks had been attended to. The rent passing does not justify larger expenditure on whole roof replacement.

16. The Landlord cited the following comparables advertised online which he considers inferior to Bramblebank with fewer features and no contribution to gardening.

e) Tribune Drive, Kingsteignton, 4-bed detached £1,700 pcm
f) Tremlett Grove, Ipplepen, 3-bed detached £1,700 pcm
g) Castle Way, Newton Abbot, 3-bed semi-detached bungalow £1,695 pcm
h) Dart Bridge Road, Buckfastleigh, 4-bed detached (includes gardener) £1,700 pcm

Determination and Valuation

17. This is a substantial property in a rural village. In good order it provides a number of features such as swimming pool, hot tub and generous garden.

18. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the parties, the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £1,750 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 required by the market.

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

a) The general disrepair of the property. Whilst some repairs have received attention, it is clear that the main building and outbuildings are not in the condition expected by the rental market.

b) Liability to maintain a large garden. The tenancy agreement requires the tenant to maintain the garden areas and keep grass and trees in good condition. In normal circumstances a Tenant may be expected to bear the cost of gardening. In a garden of this size with hedging and multiple levels, this represents a liability over typical responsibilities which should be reflected in rent.

The full valuation is shown below:

Starting Rent		£1,750 pcm
Less		
a)	Items given under a) above	-£150
b)	Items given under b) above	-£100
		-£250

Market rent **£1,500 pcm**

Undue hardship

20. The new rent takes effect from the date which the Landlord specified in his notice, 1 April 2026, 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 it makes its determination.

21. The Tenant says she will be caused undue hardship because the cost of gardening increases her liability at the property. If back dated the payment of a lump sum would be difficult to manage. She did not provide evidence to support these assertions.

22. The Landlord did not have evidence relating to the hardship claim.

23. It is noted that the Tenant vacated the property 23 October 2026.

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

25. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

Decision

26. Accordingly, the Tribunal determines the market rent at £1,500 per calendar month with effect from 1 April 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.