



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	:	HAV/18UH/MNR/2025/0684
Property	:	Apartment 17, Exminster House Miller Way Exminster Devon EX6 8FN
Applicant Tenant	:	Ms S Ladyman
Representative	:	None
Respondent Landlord	:	Salter Property Investments Limited
Representative	:	Ms Kerry Hart Naomi J Ryan Estate Agents
Type of Application	:	Determination of a Market Rent - sections 13 & 14 of the Housing Act 1988
Tribunal Members	:	Mr J G G Wilson MRICS Ms C D Barton BSc MRICS
Date of Application	:	30 April 2025
Date of Decision	:	30 June 2025

DECISION

On 30 June 2025 the Tribunal determined a market rent of £825 (Eight Hundred and Twenty-Five Pounds) per Calendar Month to take effect from 20 May 2025.

REASONS

Background

1. By way of an application given to the Tribunal dated 30 April 2025, the Applicant (“the tenant”) of Apartment 17, Exminster House, Miller Way, Exminster, Devon, EX6 8FN (hereinafter referred to as “the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent (“the landlord”) of the property under Section 13(2) of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice, dated 2 April 2025, proposed a new rent of £900 per calendar month in lieu of a passing rent of £775 per calendar month, to take effect from 20 May 2025.
3. Ms Ladyman’s tenancy agreement is dated 20 June 2022 and is for a term of six months from 20 June 2022 to 19 December 2022 at a rent of £750 per calendar month.
4. The Tribunal issued Directions dated 9 May 2025 advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within seven days. The parties were also advised that, whereas no inspection would be undertaken, the Tribunal would seek to view the property on the internet. (Paragraphs 5 and 6 of the Directions respectively.)
5. The Rent Appeal Statement includes for provision of photographs to assist the Tribunal to understand the case and to help the party to present the issues.
6. The Directions required the landlord and the tenant to submit their completed Rent Appeal Statements (“Statement”) to the Tribunal by 23 May 2025 and 6 June 2025 respectively, with copies to be sent to the other party. Both the landlord’s agent and the tenant have submitted a Statement, each in accordance with the Directions.
7. Ms Hart’s Statement includes a Routine Inspection report with a Schedule of Condition of the property from their inspection on 1 May 2025. The ‘Assessment’ in the report includes internal photographs of the property.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 30 June 2025 based on the tenant’s application under section 13(4) of the Housing Act 1988, the parties’ Statements and of its own expert, general knowledge of rental values in the area.
9. The Tribunal has read the papers and the parties’ submissions in full. In this decision the Tribunal does not discuss each point given but limits it to those relevant to the determination of the market rent in accordance with the legislation.

The Property

10. From the information provided in the papers and Google Street View, Apartment 17, Exminster House is a first floor, one-bedroom flat in a three-storey purpose-

built block of flats. Exminster House sits in private gated grounds with communal gardens and is of traditional brick construction with a pitched tiled roof.

11. The accommodation comprises, first floor – entrance hall, open plan reception room/kitchen, bedroom and shower room/WC. There is one allocated parking space.
12. Miller Way is in the northwestern area of Exminster, to the south of the M5. Exeter is to the north and the River Exe is to the east.

The Tenancy Agreement

13. The tenancy agreement is dated 20 June 2022 and is for a term of six months from 20 June 2022 at a rent of £750 per calendar month, payable monthly in advance.
14. At the expiration of the fixed term, the tenancy has continued as a statutory periodic tenancy in accordance with the Housing Act 1988 (as amended). The tenant is required to give one month's notice to terminate the tenancy.
15. The tenant covenants, inter alia, to pay the rent, to pay Council Tax, to pay for all services to the Property, to keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted.
16. Similarly, the landlord covenants, inter alia, to provide for quiet enjoyment, to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 which are to keep the property in repair and proper working order.
17. Whereas the tenancy agreement, in effect, provides for its continuation as a periodic tenancy, there is no rent review clause.

Submissions

18. Ms Hart's Statement was submitted on 23 May 2025 and was copied to the tenant the same day.
19. Ms Hart describes the flat as being on the first floor with the accommodation to comprise: open plan living kitchen diner, one double bedroom and shower room. In addition to the Routine Inspection report, Ms Hart has provided: (1) a brochure and plan of a very similar flat in the building, and (2) a plan of the first floor of Exminster House to show the position and layout of the property.
20. Under 'Features', Ms Hart says Central Heating, Double Glazing, Carpets & Curtains and the White Goods, to include a dishwasher, have been provided by the landlord. Ms Hart goes on to say there is off-street parking (a gated car park), access to communal gardens and a secure bicycle store.
21. Under 'Condition of the property...Disrepairs/Defects...', Ms Hart says "2017, no maintenance issues.' At 'General Condition of the Schedule of Condition' within the Inspection report, the property is described as "being kept well throughout – no issues or concerns."

22. Under 'Any Other Comments', Ms Hart says "village location, with amenities, close to transport links, 5 miles to city centre, bus stop walking distance."
23. Under 'Your assessment of the rental value of the property', Ms Hart refers the Tribunal to the details within her email dated 13 May 2025, which is a link to 'A comparable property report showing comparable 1 bed properties within a 3-mile radius...The search report shows that let properties are ranging from £850-£1150 per calendar month.' The Tribunal has viewed the comparable lettings' properties having followed the link. There are twenty-seven (27) one-bedroom properties in the report, which all, save one, have been marketed to let from January 2025.
24. Ms Ladyman's Statement was submitted on 5 June 2025 and copied to the landlord's agent the same day.
25. Ms Ladyman's description of the property and its features confirms what Ms Hart has said, save there is no central heating – all heaters are electric and whereas there is a lift, it is out of order.
26. Under 'Improvements', Ms Ladyman says the lounge heater was replaced in January 2024, the oven and hob were replaced in July 2024, and the boiler clock was replaced in October 2023.
27. Under 'Condition of the property...Disrepairs/Defects...', Ms Ladyman says "2017." Under 'Any Other Comments', Ms Ladyman says: (1) the property is in a village location, close to transport links, however it is less than 100 metres from the M5 (to confirm the same Ms Hart has provided an aerial photograph), (2) the gates at the entrance to Exminster House are aesthetic rather than secure (again Ms Hart has provided photographs to present her case), and (3) there is planning consent for six additional flats at the rear of the property which will significantly reduce the communal outdoor area for current residents.
28. Under 'Your assessment of the rental value of the property', Ms Ladyman has conducted searches using on-line property websites. All the properties listed are within the Exeter BRMA ('broad rental market area') and are presented in two Tables.
29. Table 1 comprises a list of properties that matches the property 'as closely as possible' using the filters: maximum rent £900 pcm, flat/apartment, max one bedroom, one bathroom/WC, parking and garden. There are thirteen (13) comparable lettings' properties listed in the Table, within a price range from £695 per calendar month to £895 per calendar month.
30. Table 2 comprises a list of all properties with a minimum of one bedroom, one bathroom/WC, parking and a garden. The purpose being to show by comparison what other properties are available for £900 pcm. There are sixteen (16) comparable lettings' properties listed in the Table, which includes both one-bedroom and two-bedroom, flats and houses, within a price range from £775 per calendar month to £900 per calendar month.

The Law

Section 14, Housing Act 1988 - Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
 - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded-
 - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
 - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely-
 - (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
 - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of

furniture, in respect of council tax or for any of the matters referred to in subsection (1)(a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.

31. In accordance with the terms of section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the tenancy. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy.

Considerations and Valuation

32. The Tribunal first considered whether it felt able to determine this case reasonably and fairly based on the papers submitted only, with no oral hearing. Having read and considered the papers the Tribunal decided it could do so.
33. The Tribunal is required to determine the rent at which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy. The personal circumstances of the tenant(s) are not relevant to the issue.
34. Both parties have given a Statement, each with comparable lettings' evidence for the Tribunal to refer to. In addition, the Tribunal has been provided with descriptions of the property, a recent Inspection Report, a floor plan of a very similar flat, a footprint plan of the first floor of Exminster House and a selection of both internal and external photographs of the property. Lettings' particulars provided include a photograph of the building and Ms Ladyman has provided an aerial photograph of Exminster House to show its proximity to the M5.
35. Having considered the comparable evidence provided and of its own expert, general knowledge of rental values in the area, the Tribunal determined that the market rent for the property in good tenantable condition would be £825 (Eight Hundred and Twenty-Five Pounds) per Calendar Month.
36. From its analysis of both Ms Hart's and Ms Ladyman's submissions and its analysis of the papers, the Tribunal has determined no adjustment is required to its determination of the market rent of the property.
37. In neither her application, nor her subsequent Statement has Ms Ladyman given any submission to the Tribunal that the starting date for the new rent specified in the Notice would cause her undue hardship.

38. Accordingly, the Tribunal directs that the new rent of £825 per Calendar Month should take effect from 20 May 2025. This being the date specified in the Notice proposing a new rent.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 days' time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 days' time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.