



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

Case Reference : **HAV/18UL/MNR/2025/0760**

Property : **2 Exeter Road
Whiddon Down
Okehampton
Devon
EX20 2QT**

Applicant Tenant : **Miss Y North**

Representative : **None**

Respondent Landlord : **Mr G Alder**

Representative : **None**

Type of Application : **Application for Permission to Appeal
("PTA") a Determination of a Market
Rent sections 13 & 14 of the Housing Act
1988("the Act")**

Tribunal Members : **Mr I R Perry FRICS
Ms C D Barton MRICS**

**Date of Original
Determination** : **31st December 2025**

Date of Decision : **9th February 2026**

DECISION

Decision of the Tribunal.

The Tribunal has considered the Applicant's request for permission to appeal first submitted on 23rd January 2026 and determines that:

Permission is refused.

Reasons for the Decision

The test for granting permission to appeal depends on whether there is a realistic prospect of success.

In the present case, the Tribunal does not consider that any ground of appeal has a realistic prospect of success, and the application fails.

Background

1. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
2. On 17th July 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £950 per month, in place of the existing rent of £800 per month, to take effect from 29th August 2025. The notice complied with the legal requirements.
3. On 25th August 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
4. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
5. The Tribunal issued Directions on 14th November 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
6. The Landlord and Tenant submitted papers by the specified dates setting out their respective case. The papers were also copied to the opposing party.
7. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 31st December 2025 based on the written representations received. A new rent of £875 per month was determined to take effect from 29th August 2025 and summary reasons were sent to the Parties.
8. The Decision stated that the Summary Reasons were provided to give the parties an indication as to how the Tribunal made its decision and that if either party wished to appeal the decision, they should first make a request for full reasons and the details of how to appeal would be set out in the full reasons, and that any

request for full reasons should be made within a month. Any subsequent application for permission to appeal should be made on Form RP PTA.

9. On 23rd January 2026 the Tenant wrote to the Tribunal indicating that she wished to appeal the decision. The Tenant was asked to complete the appropriate form seeking permission to appeal.
10. On 1st February 2026 the Tenant submitted her application for permission to appeal the original decision.
11. These reasons address **the key issues** raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 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.

The Property

12. From the information given in the papers and available on the internet, the property comprises a semi-detached house in a semi-rural position on the northeast side of Whiddon Down, about 15 miles west of Exeter.
13. A local Morrisons shop and a petrol station are both within easy reach of the house.
14. A floor plan provided shows the accommodation to include a porch, sitting room, dining room, kitchen, storeroom and side porch leading to a cloakroom with wc all at ground level. On the first floor a landing gives access to 2 bedrooms and a bathroom with wc.
15. Outside the property has two off-road parking spaces at the front and a good sized garden to the rear.
16. Windows are double glazed, heating is from a gas-fired system and a cooker is included. The Energy Performance Rating is 'D'.
17. **Submissions**
18. The initial tenancy began on 29th October 2022 at a rent of £800 per month. The rent has not been increased since the tenancy began.

19. The Tenant provided a letter dated 9th August 2025 that she had written to the Landlord challenging the rent increase.
20. Within her letter the Tenant refers to a number of maintenance issues including moisture beneath the floors in the dining room/pantry area, a door handle missing from a bedroom door, a PVC strip fitted in the bathroom which she avers causes the bathroom to be cold, drafts through windows where PVC covers have been fitted over window sills which allow drafts, a mould patch in one bedroom, some cracks in the main bedroom ceiling, and that the fireplace has not been maintained
21. The Landlord submitted a Tribunal Rent Appeal Statement dated 23rd November 2025 within which he responds to the Tenants statements.
22. The Landlord states that the moisture in the dining room/pantry has been checked with a moisture meter and he supplies a photograph showing a green reading of 0.4. He states that the missing door handle is a lock which was removed at the Tenant's request.
23. The Landlord also states that the PVC strip referred to in the bathroom is a cavity closure strip which was resealed in October 2025, that he found no sign of drafts on windowsills, that the mould in a bedroom can be wiped clean and is due to lack of ventilation, that the fireplace is for ornament only, and that cracks in the ceiling to bedroom 2 are minor and not structural. A photograph showed the fireplace boarded up.
24. The Landlord provided a floorplan of the house and details of 2-bedroom properties available to rent with asking rents between £900 and £1,050 per month.
25. No evidence of rents achieved for similar properties was provided by either party and the Tenant provided no photographs.
26. The Landlord provided a text message from the Tenant dated Friday 18th July 2025 in which she agreed to the rent proposed in the Notice but wished to pay the Landlord direct rather than through a guarantor.

Consideration and Valuation

27. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
28. The Tribunal is required to determine the rent at which the subject 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 Parties are not relevant to this issue.
29. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Exeter and surrounding villages, the Tribunal decided that the market rent for

the subject property if let today in a condition that was usual for such an open market letting would be £925 per month.

30. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord.
31. From the submissions the Tribunal accepted that there were some minor wants of repair which should be reflected by an adjustment to this full open market rent. Based on the submissions received the Tribunal determined that an adjustment of £20 per month should be made to reflect these.
32. A further deduction should be made from the open market rent to reflect the Tenant's provision of some white goods.
33. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
General wants of repair	£20
	—————
TOTAL deduction per month	£50

34. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination 31st December 2025

35. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £875 per month with effect from 29th August 2025, this being the date specified in the Notice.
36. Summary Reasons of this Decision was sent to the Parties as an indication as to how the Tribunal made its decision and that if either party wished to appeal the decision, they should first make a request for full reasons and the details of how to appeal would be set out in the full reasons, and that any request for full reasons should be made within a month. Any subsequent application for permission to appeal should be made on Form RP PTA.

Application for Permission to Appeal

38. On 23rd January 2026 the Tenant wrote to the Tribunal stating that she wished to appeal the Decision "NOT for the pricing of the property, I believe that it is a fair increase, BUT I do not agree with the newer amount to be classed to start as of 29th August 2025".
39. The Tenant continues that there are repair issues outstanding and she is happy to pay £875 but that this new rent should not start until the month that repairs are finalised. The Tribunal asked that the Tenant to complete a form RP PTA.

40. On 2nd February 2026 the Tribunal received an email from Kelly Hansford acting on behalf of the Tenant with an attached RP PTA dated 1st February 2026 from the Tenant. The reason given for the appeal is that “the decision shows that the Tribunal wrongly applied or misinterpreted or disregarded a relevant principle of valuation or other professional practice”.
41. The email included photographs of the property and reference to two terraced properties advertised on Rightmove but gave no information on accommodation or advertised rent.

Consideration and Determination

42. Further evidence within any appeal can only be considered if it is new evidence that was not available when the original decision was made. The photographs submitted with the Application could have been submitted with the original application.
43. It is not for the Tribunal to seek new evidence on behalf of either party. In any case the additional comparables could have been referred to within the original Application.
44. S14 of the Act directs that the new rent assessed by a Tribunal will take effect from the date specified in the Notice or, if it appears to the Tribunal that that would cause undue hardship to the Tenant, from such later date (not being later than the date the rent is determined) as the Tribunal may direct. No representation of undue hardship has been received in this respect.

Decision of the Tribunal.

45. The Tribunal has considered the Applicant’s request for permission to appeal first submitted on 6th January 2026 and determines that the Tenant has not shown that the Tribunal wrongly applied or misinterpreted or disregarded a relevant principle of valuation or other professional practice.
45. The test for granting permission to appeal depends on whether there is a realistic prospect of success. In the present case, the Tribunal does not consider that any ground of appeal has a realistic prospect of success, and the application fails.

APPEAL

In accordance with Section 11 of the Tribunals, Courts and Enforcement Act 2007 and rule 21 of the Tribunal Procedure (Upper Tribunal) (Lands Chamber) Rules 2010, the Applicant/Respondent may make a further application for permission to appeal to the Upper Tribunal (Lands Chamber). Such application must be made in writing and received by the Upper Tribunal (Lands Chamber) no later than 14 days after the date on which the First-tier Tribunal sent notice of this refusal to the party applying for permission to appeal.