

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>MAN/00EQ/MNR/2026/0185</p>
<p>Property</p>	<p>7 Culland Street, Crewe, CW2 6DQ.</p>
<p>Tenant</p>	<p>Estanislau Li and Ana Carla Maria Exposto</p>
<p>Tenant's Representative</p>	<p>N/A</p>
<p>Landlord</p>	<p>Andrew & Arulmary Tyrer</p>
<p>Landlord's Address</p>	<p>181-183 Nantwich Road, Crewe, UK, Cw2 6DF</p>
<p>Landlord's Representative</p>	<p>Butters John Bee</p>
<p>Date of Application</p>	<p>3rd April 2026</p>
<p>Type of Application</p>	<p>Determination of a Market Rent sections 13 & 14 of the Housing Act 1988</p>
<p>Tribunal Members</p>	<p>Hefin Lewis FRICS – Valuer Chair Sarah Allen – Tribunal Member</p>
<p>Date of Decision</p>	<p>27th May 2026</p>
<p>Rent Determined</p>	<p>£825 per calendar month</p>
<p>Date the new rent takes effect</p>	<p>22nd June 2026</p>

REASONS FOR THE DECISION

Background

1. The Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £895 per calendar month (pcm) in place of the existing rent of £795 pcm to take effect from 22nd June 2026.
2. On 3rd 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 assured tenancy commenced on 22nd November 2024 for a term of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. 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.

5. None.

Liability for Council Tax

6. 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.

7. None.

Inspection/Hearing

8. The Tenants requests an inspection of the property due to the oven not working and rubbish left in the storage room. One photograph, appearing to be the rear yard of the property has been provided. This matter was considered by the Tribunal Legal officer who determined as follows:

9. The Tribunal's overriding objective, set out in Rule 3 of The Tribunal Procedure (First-Tier Tribunal)(Property Chamber) Rules 2013, is to deal with cases fairly, justly and proportionately.
10. In this case, the Landlord has not disputed the Tenant's submissions or evidence. The Tenants say they keep the property clean and tidy and the Landlord agrees. The single photograph provided shows an otherwise clean rear yard with a grey plastic bin which is filled to capacity.
11. The Tribunal does not consider it is proportionate to hold an inspection and declines to do so. Accordingly, 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

12. The Property is understood to be a mid-terrace house providing the following accommodation:

G.F: hall, kitchen, living room, dining room.

First Floor: landing, two bedrooms, bathroom with w/c.

Outside: Enclosed rear yard

The Property benefits from all mains services.

The Property is situated in an established residential locality within reach of satisfactory amenities.

Evidence

13. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

14. The Tenant made the following comments:

'We take good care of this house, we repair some things , the oven its not working since we start rend this property, they leave a bunch of rubbish on the storage room and we the one clean it we paint the bathroom and anything else.'

15. In terms of rental evidence, the Tenants have not provided any evidence to support their case.

The Landlord

16. *The Landlords response to tenant submission is as follows: 'The issue with the rubbish left in the yard and outbuildings was caused by our agent. They were too late in making application to recover the removal cost from the previous tenant and when they engaged the Contractor they did not check to ensure that all items had been removed. We sympathise with our current tenants but we did not know that the rubbish in the outbuildings was not removed at the same time as the Contractor removed the items in the yard.'*
17. *'When we were informed about the oven part of the electric cooker not working we engaged a contractor to investigate. At first we understood it was fixed but then we were told that it hadn't been. We sent the Contractor again who concluded that the oven was not working (the hob and grill were working] so we started to look for a replacement oven. Whilst doing that we got an email from our agent who said that the tenant had confirmed the oven was working, it seems that the problem was just a switch that hadn't been turned on. So we have since then assumed it is still working. We haven't been told otherwise since March 2025.'*
18. In terms of rental evidence, no comparable properties was submitted in support of the rent increase proposal. Instead, the Landlord submitted that the rent increase was *'partly influenced by the fact that this proposed rental amount has been recommended by our agent in respect of our property at 65 Vincent Street, Crewe which in our opinion is a slightly less appealing property although very similar to this property'*

Determination and Valuation

19. In respect of the rubbish and debris left in the yard/shed, the Landlord conceded that this was an unfortunate oversight by the agent and sympathised with the tenant. The Tribunal does not believe that this was a wilful act of neglect by the Landlord but a misunderstanding with their appointed agent. Given that the situation was resolved, no adjustment is considered appropriate to the proposed rent.
20. In respect of the oven, there is no clear evidence of the reason as to why it was not working nor indeed the current position as the tenant has not responded to the enquiry raised by the Landlord in March 2025. What is clear is that the Landlord, once made aware of the position, was proactive in attempting to resolve the matter. Accordingly, given there is no evidence of wilful neglect or

failure by the Landlord to take appropriate action, no further adjustment to the proposed rent is deemed appropriate.

21. As to the appropriate rent, the Tribunal has not been provided with any assistance by either party to determining the appropriate rent. Accordingly, relying on its own expert and general knowledge of rental values in the area and, where relevant, having regard to maintenance and/or condition issues reported in submissions, the Tribunal considers that the market rental of the subject Property presented in satisfactory condition would be in the order of £825 pcm.

Decision

22. Therefore, the Tribunal determines the market rent at £825 (eight hundred and twenty five pounds) per calendar month with effect from 22nd June 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.