



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

Case Reference

MAN/00BN/MNR/2026/0074

Property

26 Totland Close, Manchester, M12 5RY

Tenant

Kamran Khan

Tenant's Representative

Landlord

Shabbir Ahmed

Landlord's Address

**c/o B & A Properties Ltd 293 Slade Lane
Burnage Manchester M19 2HB**

Landlord's Representative

B & A Properties

Date of Application

22 February 2026

Type of Application

**Determination of a Market Rent sections
13 & 14 of the Housing Act 1988**

Tribunal Members

John Murray - Chair

Date of Decision

5 May 2026

Rent Determined

£ per calendar month

**Date the new rent takes
effect**

24 February 2026

REASONS FOR THE DECISION

Background

1. On 15 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1075 per calendar month(pcm) in place of the existing rent of £950.00 pcm to take effect from 24 February 2026.
2. On 22 February 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 shorthold tenancy commenced on 25 April 2024 for a term of six months. As a result of the Renters Rights Act 2025, the tenancy is now a monthly periodic assured tenancy.

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 Tenant/Landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive/inclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

7. none

Inspection/Hearing

8. Neither party requested an oral hearing. 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

9. The Property is a ground floor two bedroomed flat located in the Longsight area of Manchester which is said to be a popular residential area comprising one living room with open kitchen, two bedrooms (12.5 x 8.5ft each according to the Applicant) and a shower room. There is a grassed area to the front and a backyard.
10. No furniture is provided. There are no service charges. The Applicant said that there has been no improvements.

Evidence

11. Both the Landlord and the Tenant returned the Tribunal's Reply forms.
- 12.

The Landlord

13. The Landlord said that this was the first rent increase proposed since the tenancy commenced in April 2024, and that the increase brought the rent into line with the current market value for similar properties in the area.
14. The following comparables were provided by the Landlord's Agent in an email dated 17 March 2026 :

15. “22 Totland Close, Manchester, currently being advertised at £1,200 per calendar month, which we believe supports our position that the proposed rent for 26 Totland Close reflects the current open market rent for similar properties in the same locality.”

The Tenant.

16. The Tenant made the following comments:
 - a. market and economic context: As evidenced by the official data from the Bank of England (attached), the prevailing interest rate trend has been downward, which generally exerts downward pressure on rental values nationwide.
 - b. Comparable rents: Properties of an equivalent type and condition within the same locality are being let at significantly lower rents.
 - c. Condition of the property: The general state of the property is average; some issues were highlighted in initial correspondence to BA Properties dated 17 May 2024 (after taking possession) with photographic evidence. The carpets, fixtures, and fittings were already in poor condition at the time of possession and have further deteriorated since. The bathroom lacks essential items such as a looking mirror, toilet tissue roll holder, and bathtub etc. All of which fall within the landlord’s obligation to provide basic fittings for reasonable use.
 - d. Defective electrical systems: The electrical installations are of poor quality — even standard appliances (e.g. an air fryer) cause the main breakers to trip, indicating possible safety and compliance issues.
 - e. Persistent dampness and mould: Despite appropriate ventilation and use of heating (which is evidenced by disproportionately high utility bills)

property suffers from damp and mould, requiring the use of multiple mould cleaners each month.

- f. Energy inefficiency and infestation: The front door and pathway appear to have been modified for wheelchair access but never restored, resulting in a gap under the door. This gap allows cold draughts, heat loss, and frequent slug/insect ingress, all of which materially affect habitability and running costs.
 - g. Lack of landlord investment or improvement: To date, no improvement, maintenance, or refurbishment has been undertaken by the landlord to justify a rent increase
17. In Response to the Landlord's reply, the Applicant stated that the walk-in shower room lacked basic facilities such as a toilet roll holder, a simple vanity mirror and a bath tub.
18. In terms of rental evidence, in his application form the Tenant stated that Adjacent Flat No. 20 Totland Close which had the same covered area, located on ground floor and additional dedicated adjacent parking had a monthly rent of £ 795 since January 2025. He provided a copy of the last rent increase notice taking effect from 16th January 2025 as evidence. (with the permission of the tenant). He considered the current rent reflected the true condition of the Property and was consistent with current rent levels.

Determination and Valuation

19. The Tribunal notes that the particulars provided by the Landlord show 22 Totlands Close to be a 2 bedroomed flat reduced on 25th February 2026 to £1200 pcm. It looked in much better condition than the subject property, is furnished, and provided came with a bathtub and on street/off street parking. Floor coverings and overall conditions looked better. It had not been let as at the date of the Tribunal's determination, (and rent had been reduced on Rightmove on 25th February 2026) suggesting, in a buoyant rental market, that it had been, and still was overpriced.

20. The Tenant's evidence of a rent increase notice for 20 Totland Close was of some relevance, setting a rent of £795 in January 2025 for a similar property with dedicated adjacent parking. This is evidence of a rent sought.
21. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £950.00pcm as being somewhere in the middle of the rent achieved for 20 Totland Close, and the rent sought for 26 Totland Close. 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 the comparable properties including having white goods and curtains provided by the landlord.
22. The Tenant has pointed out a number of defects, to which the Landlord had not responded. We have concerns about electrical safety (no EICR report provided), the carpets and fittings are in poorer condition.
23. From this level of rent, the Tribunal has made adjustments in relation to the following unchallenged defects as listed by the Tenant:

The unmodernised condition of the floor coverings fixtures and fittings at the Property relative to the comparable properties.

Issues with the condition of the Property which reduce its value including electrical issues, dampness and condensation, energy efficiency (gap to front door).

The full valuation is shown below:

	Starting Rent	<u>£950.00</u>
	pcm	
<u>Less</u>		
	c) Items above	£100.00
Market rent		£850.00 pcm

Undue hardship

12. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 a Tribunal makes its determination.
13. The Tenant stated that the cost of living crisis is hitting every UK household and we are not an exception. Currently he was the sole earner for the family and managing my finances with difficulty. The increase would put more pressure on my meagre resources..
14. The Landlord did not respond to the Tenant's application for postponement due to hardship.
15. As a result of our decision the rent will reduce by £100 a month. The date specified in the landlord's notice was 24 February 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice is appropriate.

Decision

16. Therefore, the Tribunal determines the market rent at £850.00 per calendar month with effect from 24 February 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.