

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>MAN/00BM/MNR/2026/0095</p>
<p>Property</p>	<p>9 Coniston Drive, Bury BL9 9PX</p>
<p>Tenant</p>	<p>Lisa Birrell</p>
<p>Tenant's Representative</p>	
<p>Landlord</p>	<p>Revive Real Estate SPV Ltd</p>
<p>Landlord's Address</p>	<p>Suite 7.1, 8 Exchange Quay, Salford M5 3EJ</p>
<p>Landlord's Representative</p>	<p>Sheryl Ainsworth</p>
<p>Date of Application</p>	<p>01 March 2026</p>
<p>Type of Application</p>	<p>Determination of a Market Rent sections 13 &amp; 14 of the Housing Act 1988</p>
<p>Tribunal Members</p>	<p>Mr N Swain MRICS – Chair Ms S Johnson</p>
<p>Date of Decision</p>	<p>28 May 2026</p>
<p>Rent Determined</p>	<p>£331.38 per fortnight</p>
<p>Date the new rent takes effect</p>	<p>07 March 2026</p>

## REASONS FOR THE DECISION

### Background

1. On 08 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £393.23 per fortnight in place of the existing rent of £357.69 per fortnight to take effect from 07 March 2026.
2. On 01 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 01 March 1997 was periodic from the beginning. The rental period is fortnightly.

### 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 curtains and white goods specified below) and the costs relating to the same.

5. None

### Liability for Council Tax

6. The Tenant is 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. 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 Tribunal did not inspect the Property.
10. The Property is a three bedroom, semi-detached house offering the following accommodation:

Hall, living room, kitchen, three bedrooms and bathroom with full suite including shower.

Outside: Garden to front and rear.

The Property benefits from gas central heating and double glazing.

The Property is situated within the Warth area of Bury, approximately 1.5 miles south of Bury town centre.

## Evidence

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

### *The Tenant.*

12. The Tenant made the following comments:

- a) The Tenant noted that when they moved in, the Property was in an unimproved state. They had reconfigured elements of the downstairs of the Property and installed central heating, a new kitchen, a new bathroom and a new electric fire. They have provided new flooring throughout the Property. The Landlord did not challenge this detail.
- b) They made reference to an agreement by their Landlord to only increase rents in line with Local Housing Authority rents, but no evidence of this was provided.
- c) They had improved the garden, including fencing it to make it secure.
- d) They suggested that the third bedroom was only really a box room, due to its size and referred to other recent Tribunal rent decisions in the area.

13. In terms of rental evidence, other than the Tribunal rent decision referred to, the Tenant provided no evidence.

### *The Landlord*

14. The Landlord made the following comments:

- a) The Landlord noted that they had sent a considerable sum recently in improvements to the structure of the Property, including a full re-roof.

15. The Landlord provided a table of comparable rents for other properties within the Redvale Development area that had been extracted from a report provided to them by Savills. These were all for "non-refurbished units" and ranged from £868 per calendar month (pcm) to £880 pcm. Whilst floor area was included, no floor area for the Property has been provided. For comparison purposes, the rent in the notice for the Property is equivalent to £852 pcm.

16. The Landlord also provided comparables for open market rents in the area for fully modernised properties in good order. These ranged from £1000 pcm to £1385 pcm. Again, these figures had been extracted from a Savills report that the Landlord had commissioned.

## Determination and Valuation

17. The level of comparable evidence is lacking in detail, but provides a reasonable baseline determine the rental level of the Property. The Tribunal preferred the comparables of other properties within the Redvale Development area, for "non-refurbished units" and assumes that whilst "non-refurbished", these properties have been modernised.

18. 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 £878.00 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 the comparable properties including having white goods and curtains provided by the landlord.

19. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) Improvements and fittings provided by the Tenant – Central heating system
  - b) Improvements and fittings provided by the Tenant – fitted kitchen and bathroom.
  - c) Improvements and fittings provided by the Tenant – provision fittings including white goods and curtains.

The full valuation is shown below:

Starting Rent		
		<u>£878.00</u> pcm
<u>Less</u>		
a)	Items given under a) above	£100.00
b)	Items given under b) above	£50.00
c)	Items given under c) above	£10.00
		<u>£160.00</u>
Market rent		
		£718.00 pcm (£331.38 per fortnight)

#### 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 has asked the Tribunal to fix a later starting date in this case, citing a range of increases in costs all of which impact on their income, which derives from employment and some benefit payments. However, they did not provide any evidence to support this assertion.
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 decrease by £26.31 a month. The date specified in the landlord's notice was 07 March 2026. On the basis of the lack of evidence supplied by the Tenant, and that the rent has been decreased, the Tribunal considers that no undue hardship would be caused and accordingly leaves the starting date for the new rent on 07 March 2026.

#### Decision

16. Therefore, the Tribunal determines the market rent at £331.38 per fortnight with effect from 07 March 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.