

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>MAN/00BR/MNR/2026/0205</p>
<p>Property</p>	<p>5 Barrfield Road, Salford, Manchester M6 7EL</p>
<p>Tenant</p>	<p>Elsona Palousani</p>
<p>Tenant's Representative</p>	
<p>Landlord</p>	<p>Jeewani Properties</p>
<p>Landlord's Address</p>	<p>252 upper Chorlton rd. Old Trafford, Manchester, M16 0BN, United Kingdom</p>
<p>Landlord's Representative</p>	<p>Versus law solicitors</p>
<p>Date of Application</p>	<p>12 April 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>Morgan Williams FRICS – Chair Ms S Johnson</p>
<p>Date of Decision</p>	<p>6 June 2026</p>
<p>Rent Determined</p>	<p>£600.00 per calendar month</p>
<p>Date the new rent takes effect</p>	<p>1 July 2026</p>

## REASONS FOR THE DECISION

### Background

1. On 30 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000.00 per calendar month(pcm) in place of the existing rent of £525.00 pcm to take effect from 1 May 2026.
2. On 12 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 24 August 2026 for an initial term of six 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. Property is a fully furnished room, and the following are included within the rental amount:  
Water Charges  
Gas  
Broadband  
Electricity

### Liability for Council Tax

6. The Landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is 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 fully furnished room within a HMO situated on the first floor of a converted terrace house, offering the following accommodation:

One bedroom

Shared  
Kitchen  
Bathroom

It Appears the Property benefits from double glazing, limited evidence is provided as to how the property is heated.

The Property is situated in the North Salford area within close proximity of amenities. Manchester City Centre is approximately 2.25 mile to the south east.

## Evidence

10. Both the Landlord the Tenant returned the Tribunal's Reply forms.

### *The Landlord*

11. The landlord at 2.4 of the form agreed with the Tenant's proposal.
12. The Landlord did not complete 2.5 nor supplied any evidence to support the rent proposed in the s.13 notice.

### *The Tenant.*

13. The Tenant noted, at 2.1, the Landlord's agreement.

## Determination and Valuation

14. In light of the parties agreeing the Tribunal sets the Market rent as follows:

Market rent

£600.00 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 has asked the Tribunal to fix a later starting date in this case.
14. They say an increase in rent would cause financial difficulty, particularly if applied from an earlier date, as I budget based on my current rent and would not be able to cover any backdated increase.
15. The Landlord did not respond to the Tenant's application for postponement due to hardship.
16. As a result of our decision the rent will increase by £75 per month. The date specified in the landlord's notice was 1 May 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 would cause undue hardship and accordingly sets the starting date for the new rent as 1 July 2026.

Decision

17. Therefore, the Tribunal determines the market rent at £600.00 per calendar month with effect from 1 July 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.