

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>MAN/OOBN/MNR/2026/0073</p>
<p>Property</p>	<p>Apt 28 Tudor House, 252 Mauldeth Road, West Manchester, M21 7TH</p>
<p>Tenant</p>	<p>Lauren Brown</p>
<p>Tenant's Representative</p>	<p>N/A</p>
<p>Landlord</p>	<p>Picture Living Investments GP LLP</p>
<p>Landlord's Address</p>	<p>2 Crescent Office Park, Clarks Way, Bath, BA2 2AF</p>
<p>Landlord's Representative</p>	<p>Touchstone Corporate Property Services Ltd</p>
<p>Date of Application</p>	<p>18 February 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>Judge A Arul David Hunt</p>
<p>Date of Decision</p>	<p>2 June 2026</p>
<p>Rent Determined</p>	<p>£850 per calendar month</p>
<p>Date the new rent takes effect</p>	<p>1 March 2026</p>

REASONS FOR THE DECISION

Background

1. On 14 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £850 per calendar month (pcm) in place of the existing rent of £780 pcm to take effect from 1 March 2026.
2. On 18 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 tenancy commenced on 7 September 2018 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 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 Property is a second floor flat offering the following accommodation:

2 bedrooms, 1 bathroom, open plan living room, kitchen.

Outside: no amenities.

The Property is situated in the area south of Manchester.

Evidence

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

The Tenant.

11. The Tenant made the following comments. The Tenant made a general assertion that the Landlord has not maintained the Property and referred to a report of mould and not having hot water at times. There were some photographs attached to the application, although these did not clearly show the defects alleged nor were the time scales involved made clear.
12. In terms of rental evidence, the Tenant did not provide any comparable evidence of market rents however made an assertion that they considered the market rent to be £750 pcm.

The Landlord.

13. The Landlord did not provide any comparable evidence however they provided an e-mail from local agents known as The Good Estate Agency and it was suggested that number 26 Tudor House had been advertised at £950 pcm based on comparables for number 5 and number 12 that had been rented a few months before. It was said that number 5 and 12 had been advertised at £895 pcm but they happened to receive an offer of £950 pcm. The agent's advised that when flats in the block were advertised at £950 pcm there were fewer enquiries and therefore the asking price was reduced to £895 pcm and that generated better interest. Therefore, the agents concluded that £950 pcm was achievable for properties within the block and they emphasised their recommendation to advertise under the targeted rent in order to generate interest. The Landlord denied the allegations of disrepair and, in brief terms, asserted that mould was reported in March 2026 but the contractor's invoice attached to their reply showed that this had been addressed. They said that there were no further reports. The Landlord also asserted that the Tenant had reported no hot water in October 2025 but the Landlord provided an invoice to show that those matters had also been addressed.

Determination and Valuation

14. The Tribunal found that the Property is in fair condition. The Tribunal noted that there were trickle vents on the windows and that the boiler had now been repaired. The Tribunal further noted from the photographs supplied by the Tenant that there were no signs of mould or other defects. In any event, those mentioned in the application appear to be historical and part of the usual problems that might arise from time to time in a tenancy with nothing out of the ordinary. It was difficult to assess the condition from the limited photographs supplied however the Tribunal considered that the Property is in reasonable condition and would therefore attract an average price for the area. In the absence of comparable evidence save for the agent's comments supplied by the Landlord, the Tribunal has relied upon its own expert, general knowledge of rental values in the area. The Tribunal considers that the market rental of the subject Property in reasonable order would be in the region of £850 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 photographs show.

Market rent

£850.00 pcm

Undue hardship

15. 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.
16. The Tenant did not make any request to fix a later starting date in this case and the Landlord has not replied accordingly.
17. As a result of the Tribunal's decision, the rent will increase by £100 per month. The date specified in the Landlord's notice was 1 March 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 not cause undue hardship and accordingly sets the starting date for the new rent as 1 March 2026.

Decision

18. Therefore, the Tribunal determines the market rent at £850 per calendar month with effect from 1 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.