

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BN/MNR/2026/0047
Property	139 Newearth Road, Worsley, Manchester, M28 7UL
Tenant	Paul Hitchin and Rachel Sollinger
Tenant's Representative	
Landlord	James Kilner
Landlord's Address	C/O Milbrooke Lettings Ltd, 271 Mosley Common Road, Worsley, Manchester, M28 1BZ
Landlord's Representative	Milbrooke Lettings Ltd
Date of Application	22 January 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge S. Westby Surveyor Member J. Faulkner FRICS
Date of Decision	29 June 2026
Rent Determined	£1,200.00 per calendar month
Date the new rent takes effect	26 January 2026

REASONS FOR THE DECISION

Background

1. On 20 December 2025, the Landlord's representative served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200.00 per calendar month (pcm) in place of the existing rent of £725.00pcm to take effect from 26 January 2026.
2. On 22 January 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 27 February 2016 for a term of 6 months. It is now a periodic tenancy, and the rental period is monthly.
4. The Tribunal notes from the tenancy agreement, dated 26 February 2016, that, although the term commenced on 27 February 2016, the first payment of rent was payable on execution of the tenancy agreement (on 26 February 2016) '...and thereafter on the same day of succeeding months'.

Allocation of Repairs between Landlord and Tenant.

5. 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.

6. The Tenant's application form states that the Property is unfurnished.

Liability for Council Tax

7. 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.

8. The Tribunal did not consider that any other terms of the tenancy were required to be taken into account in determining the rent.

Inspection/Hearing

9. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of an external inspection, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

10. The Tribunal attended the Property on 29 June 2026 at 12.30pm to carry out an inspection of the Property. Both the Landlord and the Tenant were informed of the inspection. However, when the Tribunal attended, there was no-one present at the Property. The Tribunal therefore carried out an external inspection of the front and side of the Property; no access could be gained to the rear of the Property.
11. The Property is a two-storey semi-detached house built around 1930 with a single storey rear extension. There are gardens to the front and rear and a side driveway with a carport leading to a garage.
12. In terms of the accommodation, the Tribunal understands from the Tenant's application that the accommodation consists of:

Ground Floor: 2 x reception rooms, kitchen
First Floor: 3 x bedrooms, bathroom /w.c.
13. Externally, the Property is in a reasonable condition, although the Tribunal did note that there was repair work required to the arch leading to the front door.
14. The Property is situated on a busy B-road and is within close proximity to amenities.

Evidence

The Tenants.

15. The Tenants made the following comments in their application form:
 - a) The Tenants confirmed that they do not believe that the proposed rent is reasonable or reflective of the market rent for the Property, taking into account its current condition.
 - b) The Tenants complain that the Property suffers from ongoing, unresolved disrepair including:
 - A leaking roof which causes damp to all bedrooms;
 - Other damp-related issues;
 - The bath leaking into the kitchen below; and

- The boiler regularly losing pressure and/ or temperature and which requires topping up at least once a week.
- c) The Tenants believe that the Property suffers from high utility costs attributable to the condition, efficiency and insulation of the Property.
 - d) The Tenants acknowledge that the current rent is below market value and have proposed an interim rent of £900pcm, pending resolution of the outstanding repair issues.
16. The Tenants did not provide any comparable rental evidence, and the Tribunal was unable to verify the condition of the Property internally.

The Landlord

17. No submissions or comparable rental evidence was received from the Landlord or the Landlord's representative.

Determination and Valuation

18. The Tribunal has not been able to inspect the interior of the Property and has not been provided with photographs or other independent evidence of its internal condition. The Tenants have raised allegations of significant disrepair; however, in the absence of supporting evidence the Tribunal is unable to make positive findings as to the extent or severity of those alleged defects.
19. In those circumstances, the Tribunal proceeds on the basis of the external inspection and the limited information available. It does not make any specific deduction for disrepair beyond that which might reasonably be inferred from the age and external condition of the Property.
20. The Tribunal has had regard to its own knowledge of rental values for three-bedroom semi-detached houses in Worsley and the surrounding area.
21. The Tribunal has taken into account:
- a) The Property's size and accommodation (a three-bedroom semi-detached house with parking and garage);
 - b) Its location, including proximity to amenities but also its position on a busy road;
 - c) Its broadly reasonable external condition, subject to minor repair needs; and
 - d) The absence of reliable evidence demonstrating significant internal disrepair.

Weighing these factors, the Tribunal considers that the open market rent which the Property would be expected to achieve is £1,200 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. No submissions have been made by the Tenants claiming undue hardship.

Decision

14. Therefore, the Tribunal determines the market rent at £1,200.00 per calendar month with effect from 26 January 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.