

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BU/MNR/2026/0145
Property	Unit 2 - B, 20A Cross Street, Sale, Manchester M33 7AE
Tenant	Alenay Bircem Saylan
Tenant's Representative	None
Landlord	Gatechurch Limited
Landlord's Address	25-29 Sandy Way, Yeadon, Leeds, LS19 7EW,
Landlord's Representative	Invest Multilet & PPB LTD
Date of Application	18 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Morgan Williams FRICS – Chair Ed Shaylor MCIEH
Date of Decision	1 July 2026
Rent Determined	£700.00 per calendar month
Date the new rent takes effect	20 July 2026

REASONS FOR THE DECISION

Background

1. On 16 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £775.00 per calendar month (pcm) in place of the existing rent of £650.00 pcm to take effect from 20 March 2026.
2. On 18 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 21 February 2025 for a term of six months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. The Tenant's repairing obligation are set out at clause two, with the Landlord's repairing obligations at clause 3 of the tenancy agreement dated 21 February 2025 and are essentially 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. The property is fully furnished room, with the monthly rent inclusive of all bills.

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. All terms of the tenancy agreement generally.

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 double bedroom with ensuite within an HMO (including bed, mattress, wardrobe, chest of drawers, bedside table and a full-length mirror).

The Property benefits from gas central heating and double glazing.

The Property is situated in the Sale area of Greater Manchester within close proximity of amenities. Manchester City Centre is approximately 4 ½ miles to the north east.

Evidence

10. Only the Landlord returned the Tribunal's Reply form.

The Tenant

11. The Tenant made the following comments:

'I have reviewed comparable rental listings in the Sale area. At present, there are no directly comparable en-suite double room listings available. Therefore, I have considered comparable furnished double rooms with shared bathrooms and bills included, which I believe is a reasonable benchmark in the absence of equivalent en-suite listings. Based on current listings on SpareRoom (reference numbers visible in the screenshots provided), there are three comparable properties priced at £500, £530, £660 and £700 per month, with an average of approximately £600. In addition, the most relevant comparison is within the same property. A tenant in a similarly sized en-suite room currently pays £675 (room 6). The largest en-suite room in the property, which was renewed in November, is let at £725 (room 3). Another recently let en-suite room of similar size is also let at £725 (room 5). Despite this, my rent has been

proposed to increase from £650 to £775, which represents an increase of approximately 19%. Following my objection, this was only reduced to £750. I consider this increase to be disproportionate, particularly when compared to both local market evidence and the rent levels within the same property. As a long-term tenant who has consistently maintained the property well and paid rent on time, I do not consider this level of increase to be reasonable or reflective of the market.'

The tenant goes on to state:

'I would also like to highlight that the proposed increase represents a sudden and significant change rather than a gradual adjustment over time. This creates an imbalance within the property, where similar or larger en-suite rooms are let at lower or comparable rates. I have been a reliable tenant, maintaining the property well and consistently paying rent on time. I believe any increase should be proportionate, consistent within the property, and reflective of the current market.'

12. The tenant helpfully provides a copy of the HMO licence which details the floor space of each of the rooms.
13. In terms of rental evidence, the Tenant had provided various screenshots of available lettings from SpareRoom. These were all for double rooms with bills included, some in Sale some further afield which ranged from £500 - £700 pcm.

The Landlord

14. The Landlord provided a range of rental evidence based on properties advertised to let on SpareRoom, these in the most part contained furnished double bedrooms with ensuites and bills included. However geographically they were widespread with only one of the properties actually being in Sale. The properties ranged from £700 - £799 pcm.

Determination and Valuation

15. The Tribunal notes that the Landlord has, in discussion with the Tenant and in its Reply form, reduced the amount it proposed as Market Rent for the room from £775 (as per the Section 13 notice) to £750.
16. The Tribunal disregarded the properties submitted by both Landlord and Tenant that were not in Sale, as not suitably comparable.

17. The Tenant's inclusion of recent lettings within the property were useful in assisting the Tribunal as to the Market Rent, particularly as the factual details went unchallenged by the landlord, albeit they did make submission on their relevance.
18. The Tribunal disagrees with the Landlord's submission as to relevance and finds that the lettings of rooms within the property in the near past are without doubt the best comparables that could be produced for a property such as this.
19. The Tenant states that the rents achieved of £725 pcm are for the larger rooms within the property.
20. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property would be £700.00 pcm.

Market rent

£700.00 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, stating the following:

'When I selected this room last year, I made my decision based on my monthly income. I am currently working as a Teaching Assistant in a primary school, a role which is generally known to be relatively low-paid across the UK. My income has not increased since moving into the property. As a result, even a rent of around £700 would place me under financial strain, and paying £750 would not be financially sustainable for me.'
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 increase by £50 a month. The date specified in the landlord's notice was 20 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 cause undue hardship and accordingly sets the starting date for the new rent as 20 July 2026.

Decision

16. Therefore, the Tribunal determines the market rent at £700.00 per calendar month with effect from 20 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.