



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **MAN/00BM/MNR/2024/0228**

Property : **71 Rufford Drive, Whitefield, Manchester
M45 8PN**

Applicant : **Emma-Louise Nikmaneshtehrani**

Respondent : **Pro Properties Investments Limited**

Type of Application : **Section 14, Housing Act 1988 – Market Rent
Determination**

Tribunal Members : **Judge J Stringer
Mr K Kasambara MRICS**

Date of Decision : **24th June 2025**

DECISION

1. The rent is £895.00 per calendar month. The new rent takes effect from 24th June 2025.

REASONS

Preliminary Matters

1. In accordance with the *‘Practice Direction from the Senior President of Tribunals: Reasons for decisions’*, this decision refers only to the main issues and evidence in dispute, and how those issues essential to the Tribunal’s conclusions have been resolved.

Inspection and form of determination

2. The property was inspected on 24th June 2025.

3. The Applicant only was present at the inspection.
4. Neither party requested a hearing and the application was determined on the basis of the papers submitted by the parties in advance of the inspection, and the inspection.

The Law

5. The Tribunal considered and applied section 14 of the Housing Act 1988 (HA 1988).

Background to the application

6. The property (71 Rufford Drive, Whitefield, Manchester M45 8PN) is subject to an assured shorthold tenancy which commenced in August 2017.
7. This application (dated 1st May 2024) arises in consequence of service of a section 13 HA 1988 notice by the Respondent dated 20th March 2024. The notice proposed a new rent of £950.00 per calendar month, to take effect from 11th May 2024, in place of the (then) current rent of £650.00 per calendar month.

Issues

8. The following issues were identified for determination by the Tribunal:
 - a. The market rent for the property which could be achieved if it were in good letting order;
 - b. Whether there were any matters which made it appropriate to reduce the market rent, and, if so;
 - c. The amount of any deductions from the market rent;
 - d. The rent to be applied to the property in the light of any deductions;
 - e. The commencement date for the rent, including potential undue hardship to the tenant.

Relevant Evidence and the Tribunal's Conclusions on the Issues

Description

9. The property is a 3-bedroom terrace property, with ground floor living room, kitchen, first floor bedrooms and bathroom, and a rear garden.

Inspection

10. Overall, the property was in a moderate condition. On the ground floor, there is one radiator and a gas fire heating the ground floor of the property; to the kitchen, appliances have been supplied by the landlord apart from the washing machine; the fridge has a broken hinge; there is a garden to the rear; the patio

door handle is missing. To the first floor the bathroom is missing an overflow to the sink and bath; there is some minor cracking to the ceiling plaster and around the window frame in the rear bedroom; there is evidence of a leak to the front left bedroom and minor cracks to plaster; there is minor cracking to ceiling plaster and around the window in the front right bedroom

Market Rental Evidence

11. The Respondent provided evidence of one terraced and three three-bedroom properties in the locality, with rent sought of between £1150 and £1300 p.c.m. No comparable rental evidence was provided by the Applicant.
12. The Tribunal identified comparable 3-bedroom terraced properties in the locality with asking rents of between £925 and £1350 p.c.m.

Conclusion

13. In good decorative order and good condition, the market rent would be £1,100. However, the property is some way from that and warrants an adjustment for neglect/repair of £150. A deduction of £55 was also considered appropriate in view of the furnishings/white goods supplied by the tenant.
14. The rent payable for the property as inspected by the Tribunal is therefore £895.00 per calendar month.
15. The Applicant's written evidence included this information - *"I explained I couldn't afford this, I have tried mediation with them and offered them an increase but not the amount they want. Which I believe is not a fair rent increase...I am also a single parent of two children, one of which has complex needs and is disabled..."*, and on the basis of this evidence the Tribunal was satisfied that if the increased rent were applied from a date earlier than the date of the decision it would result in undue hardship, and accordingly the effective date for the new rent is 24th June 2025.