

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BN/MNR/2026/0263
Property	Flat 4b Jackson Moss, 149 - 151 Upper Chorlton Road, Manchester, M16 7SH
Tenant	Kausar Jabbar
Tenant's Representative	None
Landlord	Adel F A Mashout
Landlord's Address	23 Abbotsbury Close, Manchester M12 5EQ
Landlord's Representative	Property Market Hub
Date of Application	5 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Morgan Williams FRICS – Chair Ms S Johnson
Date of Decision	2 July 2026
Rent Determined	£1,425.00 per calendar month
Date the new rent takes effect	15 June 2026

REASONS FOR THE DECISION

Background

1. On 16 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,425.00 per calendar month(pcm) in place of the existing rent of £1,375.00 pcm to take effect from 15 June 2026.
2. On 5 May 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 15 April 2025 for a term of 6 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. All of the terms 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 mid-floor flat forming part of a modern development, offering the following accommodation:

Hall, open plan kitchen/lounge, three bedrooms, two bathroom and a balcony.

Outside: allocated parking space.

The Property benefits from gas central heating and double glazing and is provided to the Tenant on a fully furnished basis.

The Property is situated in the Victoria Park area of Manchester within close proximity of local amenities. Manchester City Centre is approximately 1.7 miles to the north-northwest.

Evidence

10. The Landlord returned the Tribunal's Reply forms.

The Tenant.

11. The Tenant made the following comments:
'I have attached a flat for rent for £1200 in M16 postcode - same as my postcode. Ideally, the open market rent should line with the social rent benefit cap and what is provided by housing benefit.

I am asking that my rent is not increased, thats all.'

They also go on to state

'The estate agent has deliberately reduced the rent for the flat below me which is identical in size, style, and layout by £50 and want to increase mine from 15th May to £50. I dont understand why, as they dont make a profit from this change, yet it makes me struggle more financially. I have explained this to the agent, but they disagree.

The maximum help I get from Universal Credit for rent is £950 pm. I pay the rest to make up the remaining out of my own pocket and it has left me struggling. This increase could put me in arrears which I am worried about.

I want to ask that my rent stays the same and increase of £50 is added back onto the flat below me as it was originally. Any new tenant who takes the flat below

me will have a choice to accept it or not, but I dont have a choice and I cant afford the increase.

Additional note:

£1375 is a lot to pay for rent in any area, which is why I asked if I could pay my rent at the end of the month despite my tenancy starting on the 15th of the month. But to pay this much especially when it is part furnished with beds with holes, unstable wardrobes (which is now fixed) and moldy blinds (which I cannot take off to replace myself) at all - is a health hazard if anything and the rent isnt worth this much in any case.'

12. In terms of rental evidence, the Tenant had provided a Rightmove link to a single property to let in a completely different area of Manchester which was for let for £1,200 pcm.

The Landlord

13. The Landlord helpfully provided two documents, one was a schedule of 10 properties let within the same building and the second was a Rightmove Best Price Guide which contained a range of comparables. The most useful of which are the three, three bedroom apartments within the same block marketed in 2025 and 2026, marked as let agreed with advertised rents of £1,450 pcm, along with a further three bedroom apartment advertised in Autumn 2025 at an advertised rent of £1,425 pcm.

Determination and Valuation

14. The Tribunal placed no weight on the property provided by the Tenant on the basis that it was so geographically distant from the subject property it provided no value in determining Market Rent.
15. The Tribunal considers the Landlord's schedule when viewed in conjunction with the Rightmove Best Price Guide, which assists in providing dates for when the properties in the schedule were let, is very helpful in assisting the Tribunal in determining Market Rent.
16. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised, fully furnished and in good order would be in the order of £1,425.00 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 comparable properties including being full furnished.

17. As this was the condition in which the property was let, the Tribunal finds no reason to make any further adjustments to the market Rent set out above.

Market rent

£1,425.00 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. The grounds for this application are as follows:

'I am currently out of work and temping as when required. I get around £1900 in total to live on with two children to support. I pay £1375 per month from this for rent and I don't even have enough left to live on for bills and food expenses.

I have maxed out my credit card to live on and I have borrowed from family members to make ends meet. I have also been given food vouchers from Citizen Advice.

I will struggle to pay the excess rent increase.'

14. The Landlord set out their response in their reply to the Tenant's application for postponement due to hardship. It stated the following:

'The landlord & his representative notes the tenant's comments regarding alleged financial hardship. However, in correspondence dated 13 April 2026, the tenant confirmed she was actively looking to purchase her own property within the year.

The landlord respectfully submits that rent should be determined by reference to open market value. The tenant's email appears inconsistent with the level of hardship now alleged, as purchasing a property would ordinarily require access to a deposit and/or savings.'

15. Whilst the Tenant states the above, they provide no documentary evidence to support the assertions made, such as credit card statements or witness statements from family members.
16. Furthermore, the Tribunal agrees with the Landlord's submission that the tenant cannot both be actively looking to purchase a property and be subject to financial

hardship at the same time, the two position are directly contradictory and the statement incompatible with each other.

17. As a result of our decision the rent will increase by £50 a month. The date specified in the landlord's notice was 15 June 2026. It is ultimately the Tenant's application to prove, on the basis of the very limited evidence supplied by the Tenant, and the Landlord's submissions which the Tribunal finds persuasive and compelling the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship. Accordingly the Tribunal sets the starting date for the new rent will be as per the Landlord's notice being the 15 June 2026.

Decision

18. Therefore, the Tribunal determines the market rent at £1,425.00 per calendar month with effect from 15 June 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.