

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BM/MNR/2026/0284
Property	22 Sergeants Lane Whitefield Manchester M45 7TS
Tenant	Shabana Sheraj Umarji
Tenant's Representative	None
Landlord	Yael Brif and Alon Brif
Landlord's Address	33 Monkfrith Way, London, N14 5LY
Landlord's Representative	None
Date of Application	14 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	06 July 2026
Rent Determined	£1,800.00 per calendar month
Date the new rent takes effect	15 May 2026

REASONS FOR THE DECISION

Background

1. On 27 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000.00 per calendar month(pcm) in place of the existing rent of £1,800.00 pcm to take effect from 15 May 2026.
2. On 14 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 January 2025 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. All the terms of the tenancy 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 detached four bedroom family home, offering the following accommodation:

Open plan living room into Kitchen, 4 bedrooms, 2 bathrooms, 1 w/c, converted garage (living space), small office room.

Large outside garden space.

The Property benefits from central heating and double glazing.

The Property is situated in the Whitefield area of Greater Manchester within close proximity to local amenities. Manchester City Centre is approximately 5 miles to the south east.

Evidence

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

The Tenant.

11. The Tenant made the following comments:

- a) The Tenant confirmed that they had provided the white goods. These included a fridge freezer, washing machine, and cooker. They state there was a dryer but that it is not in working order (which is disputed by the landlord).
- b) The Tenant states they have undertaken repairs and improvements at the property, due to the Landlord to meet their repair obligations, a point which is disputed by the Landlord.
- c) The Tenant goes on to state in section 12.3 of their application further contextual background, which whilst helpful as the Landlord correctly assert has no relevance for the purposes of determining the Market Rent.

12. In terms of rental evidence, the Tenant stated having looked for similar properties they found four 4 bedroom properties currently available in the local area, and sets out the following as comparable:

- Bilberry Close, Whitefield M45 – 4 bedroom detached – £1,400 pcm
- Ardenfield Close, Radcliffe M26 – 4 bedroom detached – £1,890 pcm

- Wiltshire Close, Bury BL9 – 3 bedroom detached – £1,295 pcm
- Greenoak, Stoneclough M26 – 3 bedroom detached – £1,450 pcm

The Landlord

13. The landlord makes robust written submissions on their MR2 form in response to the tenant's points regarding the property and its state of repair.
14. The Landlord correctly asserts, that the Tenant has provided limited information in the Application form regarding the comparable properties, merely stating they have seen properties in M45 area with a rental range of £1,695 pcm to £1,875 pcm.
15. The Landlord only provides two properties, these come for a Rightmove search and are not let. They are:
 - a) Ardenfield Close, Radcliffe - 4 Bedroom 4 Bathroom detached family home. Available to let at £2,100 pcm
 - b) Sergeants Lane, Whitefield - 4 Bedroom 2 bathroom family home. Available to let at £2,750 pcm.
16. Following the Tenant's reply the Landlord made further submissions in relation to the suitability of the properties supplied by the Tenant as comparables.

Determination and Valuation

17. The Tribunal has considered all of the information provided by the landlord and the Tenant in reaching their decision.
18. Both the Tenant and the Landlord have failed to supply actual let comparables and have instead provided properties that are available for let, which in reality do not make them suitable comparables.
19. The Tribunal would note that whilst the Landlord makes strong submission as to why the properties the Tenant has provided are not comparable. The Landlord then goes ahead and submits a property that the Tenant also considers comparable, and it is therefore accepted by the parties that Ardenfield Close is good property for the Tribunal to analyse and is suitably comparable to the subject property.
20. As the Tenant rightly goes on to state following Landlord seeking to use the property as a comparable the Ardenfield Close in question has subsequently

been reduced quite substantially to an asking rent of £1,890 pcm and remains available for let.

21. The other property submitted by the landlord is also on Sergeants Lane and is also a detached 4 bedroom 2 bathroom property. This is clearly the most comparable to the subject property of any of the properties provided by either Landlord or Tenant. However, it is only available to rent, had it been let it would be very useful in terms of determining the Market Rent for the subject property, As it is it provides very little probative value for the reason set out. The property was initially marketed to let on 21 November 2025 and is still available to let, the fact the agent has been unable to let the property in eight months demonstrates that the asking rent is far in excess of what the Market Rent is for that property, and therefore the quoted rent of £2,750 pcm is of no use to the Tribunal in determining the Market Rent for the subject property.
22. 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 modernised and in good order would be in the order of £1,800.00 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 it is now.

Market rent

£1,800.00 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. They state the following:

"The proposed rent increase would cause significant financial hardship. At present, my income is fully allocated towards essential living expenses, including rent, household bills, childcare, groceries and travel to work. I do not have any disposable income, at times I have had to rely on borrowing in order to meet these commitments each month.

An increase of £200 per calendar month would place additional strain on an already stretched financial position and would not be sustainable. These circumstances are further impacted by the current situation regarding the tenancy, including the Section 21 notice and the need to secure alternative

accommodation. I am actively attempting to save towards moving costs; however, this is difficult given my current financial position.

Suitable and affordable properties within the local area are limited, and any potential move must also take into account my work commitments and my children's schooling and childcare arrangements.

I would also clarify that although the tenancy is in joint names, this arrangement was made at the outset to support referencing. The landlord is aware that I am solely responsible for the payment of rent and all household costs. As such, the financial impact of the proposed rent increase falls entirely on me.'

14. The Landlord provided a substantial response to the Tenant's application in the addendum attached to their MR2 form.
15. As a result of our decision the rent will remain unchanged. The Tribunal finds, given there is no rental increase, that no undue hardship would be caused. In any event the Tenant fails to demonstrate that undue hardship would be caused.

Decision

16. Therefore, the Tribunal determines the market rent at £1,800.00 per calendar month with effect from 15 May 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.