

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BN/MNR/2026/0189
Property	35 Devell House, 11 Rusholme Place, Manchester, Greater Manchester, M14 5TG
Tenant	Bogdan Serea & Adriana Cosmina Dunca
Tenant's Representative	None.
Landlord	Scottish Widows Unit Trust Managers Limited as manager of Scottish Widows Property Authorised Contractual Scheme
Landlord's Address	C/O Touchstone Corporate Property Services Limited, 2 Crescent Office Parke, Clarks Way, Bath, BA2 2AF
Landlord's Representative	Touchstone
Date of Application	27 March 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	£1,100.00 per calendar month
Date the new rent takes effect	1 April 2026

REASONS FOR THE DECISION

Background

1. On 27 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1300.00 per calendar month(pcm) in place of the existing rent of £1050.00 pcm to take effect from 1 April 2026.
2. On 27 March 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 18 March 2024 for a term of 12 months. The rental period is monthly.
4. The Tribunal notes as per the Agent's email dated 19 May 2026, that the Tenants vacated the property on 31 March 2026 prior to the notice coming to effect. However, the Tribunal has not received an application to withdraw and has therefore proceeded to make a determination.

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. None.

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. All of the terms generally.

Inspection/Hearing

9. 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

10. The Property is a fourth floor flat forming part of a modern seven storey development, offering the following accommodation:

Hall, open plan kitchen / living space, one bedroom, and bathroom with full suite including shower.

The Property benefits from heating by electric radiators and double glazing.

The Property is situated in the Rusholme area of Manchester within close proximity of local amenities. Nottingham City Centre is approximately 1.6 miles to the north-northwest.

Evidence

11. Neither the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

12. The Tenant made the following comments:

‘Our flat has 1 bedroom, 1 bathroom and no balcony, making it arguably one of the less desirable flats in our building. However, in the same building there are currently 2 flats available to rent: both with 2 bedrooms and a balcony, one with 1 bathroom and the other with 2. They are listed for £1275 and £1300 a month respectively(the same or less than what the landlord is asking us to pay starting next month).

Please note these are managed by the same lettings agency:

https://www.rightmove.co.uk/properties/87673758#/?channel=STU_LET

https://www.rightmove.co.uk/properties/173210594#/?channel=STU_LET

There are no 1 bedroom flats available at the moment in our building, but the average price for 1 bedroom apartments in our area listed on Rightmove is £1000. Given our flat is more spacious than average, and rent has been £1050 for the past 2 years, we feel a 7% increase to a total of £1125 is fair.'

They also go on to say

'Let it be known that there have been no improvements or repairs carried out at the property since the current tenancy began 2 years ago. There have been repeated cases of theft, vandalism and vagrancy in the building. All of these have been brought to the attention of the managing agent (and some to the Police's too), but no action was taken. While there are CCTV cameras in the building, they are not functional'

13. In terms of rental evidence, the Tenants provided two bedroom properties available to let within the same building, the advertised rents were £1,275 pcm and £1,300 pcm respectively.

The Landlord

14. The landlord, understandably, given that the tenant vacated prior to the notice taking effect, did not supply any comparables.

Determination and Valuation

15. The comparables provided by the Tenant whilst not one bedroom properties, nor let provided a useful insight into the letting market within the block.
16. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Tenant, the Tribunal considers that the market rental of the subject Property modernised, fully furnished and in good order would be in the order of £1,100.00 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 which appear to all be fully furnished
17. Given the property is fully furnished modern and finished to a good standard, similar to that of the comparables, the Tribunal considered there were no further adjustment that it need make.

Market rent

£1,100.00 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 did not make an application under undue hardship and therefore the Tribunal did not consider it.

Decision

14. Therefore, the Tribunal determines the market rent at £1,100.00 per calendar month with effect from 1 April 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.