

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BN/MNR/2026/0105
Property	Room 8, 20 Pine Road, Manchester, M20 6UZ
Tenant	Ian Mckie
Tenant's Representative	None.
Landlord	David Whittaker
Landlord's Address	22 Pine Road, Manchester, M20 6UZ
Landlord's Representative	None.
Date of Application	7 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	9 July 2026
Rent Determined	£525.00 per calendar month
Date the new rent takes effect	11 March 2026

REASONS FOR THE DECISION

Background

1. On 19 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £750.00 per calendar month(pcm) in place of the existing rent of £525.00 pcm to take effect from 11 March 2026.
2. On 7 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 11 September 2020 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. The property is fully furnished and all utilities, save for the room 8 electricity, are included within the rental payment.

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 the terms of the tenancy generally.

Inspection/Hearing

8. Neither party requested an oral hearing. However, the Tenant did request and inspection, however the Tribunal issued a decision with reasons on the 1 May 2026 stating that the Tribunal would not carry out an inspection. At the final hearing the Tribunal considered whether an inspection would have assisted and

they determined that they had sufficient evidence in the papers in front of them and that an inspection was not necessary nor would be proportionate in the circumstances. Therefore, 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 room within a converted dwelling house HMO which contains 13 such letting rooms. The property consists of:

One double bedroom with en-suite bathroom. Shared use of kitchen, washing machine, lounge and other communal areas within a shared HMO property.

Outside: large communal garden.

The Property benefits from a central heating system and some double glazing in parts.

The Property is situated in the Didsbury area of Manchester within close proximity of local amenities. Manchester City Centre is approximately 4 miles to the north.

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 landlord has served a Section 13 notice proposing an increase in rent from £525 per month to £750 per month, an increase of approximately 42.8%. The accommodation is a double bedroom with en suite bathroom within a large HMO property with shared facilities including kitchens, communal areas and laundry facilities. Electricity is paid separately through a prepayment meter installed during the tenancy.
 - b) Comparable listings in the local area indicate typical rents for similar accommodation in the range of approximately £550–£695 per month. Many of these comparable listings include all utility bills.

- c) The accommodation and communal areas show signs of wear and maintenance issues including:
- mould around windows
 - older single-glazed windows with poor sealing
 - a radiator in the room that does not consistently provide full heat
 - ageing decoration and worn carpets in communal areas
 - inconsistent communal cleaning
- Photographic evidence is provided
- d) The property is a large HMO with multiple tenants sharing facilities. Some facilities are limited relative to occupancy, for example:
- shared laundry facilities causing frequent congestion
 - communal areas that have been unavailable or limited in use during the tenancy
- e) Electricity is charged separately through a prepayment meter, meaning tenants pay additional costs on top of the stated rent. Internet is provided as part of the accommodation, however the signal in the room is unreliable, requiring the use of a separate paid internet connection.

12. In terms of rental evidence, the Tenant helpfully tabulated their comparable evidence which is set out below:

Property	Area	Room Type	En-suite	Rent	Bills	Source
1	Didsbury	Double	Yes	£550	Included	Gumtree
2	Didsbury	Double	Yes	£650	Internet included	Spareroom
3	Didsbury	Double	Yes	£650	Gas & electricity separate	Spareroom
4	West Didsbury	Double	Yes	£650	Internet included	Spareroom
5	Didsbury	Double	Yes	£695	Included	Spareroom
6	Didsbury	Double	No	£600	Included	Spareroom

The Landlord

13. The Landlord provided detailed written submissions in response to the Tenants' application all of which the Tribunal considered. He also provided the following details of other rooms let within the 20 Pine Road, which are set out below:

1/5/2024 Room 2 (20m² ensuite 2.5x1.5m) exactly same size and footprint as room 8 but directly 2 floors below in the basement was let on open market for £750/ month

24/7/2024 Room 5 (slightly smaller than room 8) was let on the open market £700 /month, but paid whole 1 year in advance

5 /12/2024 Room 1 (16m² ensuite 2.5x1.5) in rear basement, the smallest room in the house was let on open market for £700/month

10/12/2024 Room 2 (20m² ensuite 2.5x1.5m) exact same size and footprint as room 8 but directly 2 floors below in basement) was let again on open market for £750/ month for a second time

Determination and Valuation

14. The Tribunal role is to determine the Market Rent of the property on the date at which the notice is to take effect, that is the 11 March 2026. This is done by reference to the condition of the property at that date and the comparable evidence of other lettings around that date.
15. The Tribunal finds that on 11 March, the property was in the state of disrepair depicted in the Tenant's evidence and that the works, set out in the Landlord's response, had not at that stage been undertaken.
16. The reason for this is twofold. Firstly, the Tenant's application made on 7 March 2026, the Tribunal therefore finds that these would likely have been taken around that date. The Landlord response was dated 13 April 2026, in which he responds to some of the allegations of disrepair by setting out what repair works have been undertaken and a copy of the letter to Mr Lord at the Council., also dated 13 April 2026 In these responses the Landlord does not state the exact date that some of the works were undertaken but he does make reference to the fact he was at the property on 8 April 2026, it is therefore likely that the works were completed on or around the 8 April 2026 when the landlord inspected property and tested the heating system.

17. Overall 20 Pine Road can be characterised as a poor quality unmodernised HMO within a converted dwelling house which means you typically expect to see toward the lower end of the market.
18. The lack of detailed provided by Landlord's in relation to comparable evidence of the lettings from 2024 is problematic in terms of Tribunal's understanding how comparable these are. The Landlord fails to provide further details of the letting, for example a copy of the marketing photographs, where the properties were marketed for how long, and a copy of the tenancy agreements detailing the rent and terms. Without this information the Tribunal is unable to determine if the property was, in 2024, in a similar condition in term of being poorly modernised in a state of disrepair and offering what would appear to be a limited amount of management / service provision.
19. What is significant is that the Tenant does not seek to challenge, and therefore accepts, the amount that the landlord quotes to the rents for the other rooms in 20 Pine Road.
20. It is the Tribunal's view that rooms recently let, typically within the last 3 – 6 months, within the same property on the open market in an arm's length transaction are without doubt the most suitable comparables for another room with property with adjustments for size of rooms, location of room within the larger property and ensuite facilities etc to be made.
21. However, in this case, the lettings relied upon by the Landlord pre-date the valuation date by approximately 15 to 22 months and limited supporting evidence has been provided in relation to them. The Tribunal therefore places some weight on this evidence, but less than it would have done had fuller details of the lettings been available and if those letting were closer in time to valuation date.
22. The Tenant's comparables are all unlet properties which to some extent limits their value, furthermore there is only one legible photo for each property so the Tribunal is unable to determine where within the broad spectrum of quality and modernisation of HMOs rooms that these sit.
23. 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 £700.00 pcm. This is the rent we would expect the property to let for in the open market if it was modernised, in a good state of repair, and inclusive of all bills.

24. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) The unmodernised condition of the Property relative to the comparable properties.
- b) Issues with the condition of the Property which reduce its value including particularly the state of disrepair of the communal areas, the condensation and mould.
- c) The fact that tenants are responsible for room electricity (and to a lesser extent the gardening))

The full valuation is shown below:

Starting Rent			<u>£700.00 pcm</u>
<u>Less</u>			
a)	Items given under a) above	£75.00	
b)	Items given under b) above	£75.00	
c)	Items given under c) above	£25.00	<u>£175.00</u>
Market rent			£525.00 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 no not made an undue hardship application and therefore the Tribunal has not considered it.

Decision

14. Therefore, the Tribunal determines the market rent at £525.00 per calendar month with effect from 11 March 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.