

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BR/MNR/2026/0183
Property	25A Duffield Road, SALFORD, Lancashire, M6 7RE
Tenant	Aureliano da Luz
Tenant's Representative	
Landlord	Jeewani Properties
Landlord's Address	252 Upper Chorlton Road, Old Trafford, Manchester, M16 0BN
Landlord's Representative	Versus Law Solicitors
Date of Application	31 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Morgan Williams FRICS – Chair Ed Shaylor MCIEH
Date of Decision	6 June 2026
Rent Determined	£420.00 per calendar month
Date the new rent takes effect	1 July 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 £320.00 pcm to take effect from 1 May 2026.
2. On 31 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 01 July 2020 for an initial term of six months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. This is set out in part D of the tenancy agreement dated 16 June 2020 and are essentially 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 rental property in question ("the Property") is a fully furnished room within a HMO with the utilities included within the monthly rental amount.

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 of the terms generally.

Inspection/Hearing

8. Neither party requested an oral hearing or inspection. 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 fully furnished room within a house in multiple occupation (“HMO”) situated on the second floor of a converted terrace house, offering the following accommodation:

One bedroom

We are not told about the shared kitchen or bathroom arrangements.

It appears the Property benefits from double glazing, but limited evidence is provided as to how the property is heated.

The Property is situated in the North Salford area within close proximity of amenities. Manchester City Centre is approximately 3 miles to the south east.

Evidence

10. Only the Landlord returned the Tribunal’s Reply forms.

The Landlord

11. The landlord at 2.4 of the form agreed with the Tenant’s proposal that the rent should be £420 pcm.
12. The Landlord did not complete 2.5 nor supply any evidence to support the rent proposed in the s.13 notice.

Determination and Valuation

13. In light of the parties agreeing the Tribunal sets the Market rent as follows:

Market rent

£420.00 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.
14. They say

"An increase of this magnitude (£2,000 per month for a single room) is completely unaffordable and exceeds any reasonable market value. Furthermore, I have recently become unemployed (my last day of work was March 13th, 2026) and I am currently in the process of setting up as self-employed starting April 6th, 2026. This massive increase would immediately force me into severe rent arrears and extreme financial hardship during a vulnerable transitional period, putting me at immediate risk of homelessness."
15. The Landlord did not respond to the Tenant's application for postponement due to hardship.
16. As a result of our decision the rent will increase by £100 per month. The date specified in the landlord's notice was 1 May 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 1 July 2026.

Decision

17. Therefore, the Tribunal determines the market rent at £420.00 per calendar month with effect from 1 July 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.