

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00EX/MNR/2026/0331
Property	15 The Dene, Blackburn, BB2 7QS
Tenant	Muhammad Abu Ahsan Usmani and; Arshi Ahsan Usmani
Tenant's Representative	N/A
Landlord	Ms. Faatimah Bint Ahmed Roker
Landlord's Address	19 The Dene, Blackburn, BB2 7QS
Landlord's Representative	Mr Ahmed Roker
Date of Application	3rd June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr. Hefin Lewis FRICS – Valuer Chair Mr. Sean Harvey– Tribunal Member
Date of Decision	28th July 2026
Rent Determined	£1,500.00 per calendar month
Date the new rent takes effect	1st July 2026

REASONS FOR THE DECISION

Background

1. On 21st April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,700 per calendar month (pcm) in place of the existing rent of £1,000 pcm to take effect from 4th June 2026.
2. On 3rd June 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 4th September 2019 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. £0

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. None

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case based on the papers provided by the parties and its own knowledge and specialist expertise. The property was not inspected.

The Property

9. The property has not been inspected. Accordingly, the Tribunal relies upon the evidence of both parties with the property assumed to comprise of a detached house with integral single garage and accommodation arranged over two floors, briefly comprising:

Ground Floor, hall, w/c, living room, additional room, kitchen, laundry.

First floor: main bedroom with en-suite shower and w/c. Three further bedrooms, family bathroom with w/c.

Outside: integral single garage, parking space for two vehicles, gardens to front and rear.

All mains services are provided including gas fired central heating.

The Property is situated in an established residential area within reasonable distance of general amenities and transport links.

Evidence

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

The Tenant.

11. The Tenant identified the following condition issues:
- Kitchen ceiling - cut open by the landlord's plumber to investigate a leak from the family bathroom directly above; never made good.
 - Living room ceiling - water-stained by a leak from the en-suite bathroom directly above (photo attached); the en-suite is dated.
 - Downstairs WC - a reported flush-pipe leak that let water under the main passage flooring and the front-left room carpet, causing damage.
 - The two side wooden access doors to the rear garden, both in poor condition. See attached photographs and Applicant's Statement.
12. In terms of rental evidence, the tenant refers to a market appraisal generated by the 'Move Market' website on 31 The Dene, Beardwood, Blackburn BB2 7QS which is a detached house on the same street which assesses its fair market rental value at £970 per calendar month.
13. The applicant also refers to market data from the Valuation Office web sites which averages comparable rental values at £954 pcm and the Right-Move web site at £1,457 pcm. There is a further reference to the ONS web site which indicate

an average of all properties at £699 pcm. There is no specific evidence of properties where rental values have been achieved.

The Landlord

14. The Landlord addresses the issue of disrepair by stating that ‘The property was provided in excellent condition as shown in the moving in inventory report dated 5th September 2019. Damage has been caused by Tenant misuse. Landlord has always been responsible and carried out prompt repairs as acknowledged by the Tenant. Landlord has paid extra charges for prompt repairs. Landlord believes water stains are due to Tenant misuse, Landlord has requested access to view and arrange repair but access has not been provided.
15. In terms of evidence, the landlord comments that ‘the area is very sought after and in high demand and properties are let relatively quickly hence no live properties are showing listed online.
16. Landlord evidence comprises of market assessments from three local agents. Rental assessments range from £1,700 pcm to £2,000 pcm.
17. In addition, the Landlord has identified 12 Heartwood Close, Beardwood, which is of similar size, age and style which was let at an initial rent in November 2024 at £1650 but reviewed in November 2025 to £1,700pcm.

Determination and Valuation

18. The Tribunal first considered the condition issues identified in the application and supporting images. The water leaks have caused substantial damage to ceilings and adjacent areas. The Landlord maintains that the damage has been caused by Tenant misuse and refers to the in-going condition report dated September 2019 as evidence that the property was let in good condition.
19. However, within the 2019 condition report, reference is made to “2 x water stains to living room ceilings from leaks” with further staining identified in the kitchen and utility. This would suggest that the Landlord was aware of historic issues of water leaks damaging ceilings. The report also identifies some areas of wear and tear to fittings and decoration marks to some of the rooms. Amongst other items of disrepair is damaged garden fencing and cracked/broken paving.
20. The Tribunal is of the view that the property was a let in average condition for its type and age and that the Landlord was aware of historic issues of leakage as identified by the ‘incoming condition’ report. The position has clearly deteriorated since the commencement of the tenancy but it is unclear as to whether this was

due to tenant misuse or lack of attendance by the Landlord. Correspondence between the parties appears to be respectful and courteous. However, there are some reported instances where access for repair was denied to the Landlord.

21. The Tribunal concludes that there is an element of neglect on both sides. The standard of reinstatement to water damaged ceilings during the period of the tenant's occupation, is very poor. In addition, the water leaks appear to have damaged the smoke alarm system which is potential 'health and safety' issue.
22. The Tribunal then turned to the letting evidence provided by the tenant. The evidence comprises mainly of web page generated market assessments. Whilst the evidence can be useful as a guide, none of the evidence is property specific and none of the rents are confirmed. Accordingly, the evidence is of limited assistance to the Tribunal.
23. The Tribunal then considered the supporting evidence provided by the Landlord. Landlord evidence comprises of market assessments from three local agents. Rental assessments range from £1,700 pcm to £2,000 pcm. However, in common with the evidence advanced by the tenant, these are market assessments and not confirmed lettings and accordingly, of limited assistance.
24. Of greater assistance to the Tribunal is 12 Heartwood Close, Beardwood, which is of similar size, age and style which was let at an initial rent in November 2024 at £1650 but reviewed in November 2025 to £1,700pcm.
25. Using its own expert, general knowledge of rental values in the area, and the comparables provided, the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £1,700 pcm which is the same as the rent sought under the Section 13(4)(a) notice. 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.

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

- a) Damage to ceilings and decoration from water leaks (5%).
- b) General wear and tear including decoration marks. (5%)
- c) External damage to paving and fencing (2.5%)

The full valuation is shown below:

Starting Rent	£ 1,700.00
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Less

a)	Items given under a) above	£85.00	
b)	Items given under b) above	£85.00	
c)	Items given under c) above	£42.50	<u>£ 212.50</u>
			£1,487.50
	Market rent say		£1,500 pcm

Undue hardship

26. 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.
27. The current rent is £1,000 pcm and has remained at this rate since September 2019.
28. The Tenant referred to a household of two adults with four dependent children and is in receipt of Universal Credit of approximately £793 per calendar month. The rent above that figure is met from the tenants' own resources and an increase to £1,700 pcm would be unaffordable.
29. In response, the Landlord stated that the tenant has had heavily discounted rent for over 6 years and that the Landlord has been very lenient and compassionate already. In addition, the Tenants have been shielded from any inflationary or market-led rent adjustments since 2019.
30. The Landlord is willing to take backdated rent increase in interest free instalments rather than lump sum payment to make it easier for the Tenant.
31. The Tribunal recognises that the rent has remained static since 2019. However, the difference between the current and proposed rent is significant and to fund such a large increase in a relatively short space of time has the potential to cause hardship.
32. There is merit to both arguments. Accordingly, for these reasons, the Tribunal accept that for the increase to take effect from the date in the Landlord's Notice would cause some undue hardship which warrants consideration and accordingly makes a proportionate allowance by setting a starting date of 1st July 2026.

Decision

33. Therefore, the Tribunal determines the market rent at £1,500 per calendar month with effect from 1st 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.