

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BU/MNR/2026/0337
Property	Flat 4, 14 Melrose, Avenue, Manchester, M33 3AZ
Tenant	Lewis Bray
Tenant's Representative	N/A
Landlord	Longmoor Ag Ltd Co
Landlord's Address	739 Wilmslow Rd, Manchester, M20 6RN
Landlord's Representative	Sophia Goldsmith, Reeds Rains, School Rd, Sale, M33 7XB.
Date of Application	10th June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Hefin Lewis FRICS – Valuer Chair Julie Chisholm– Tribunal Member
Date of Decision	6th August 2026
Rent Determined	£800.00 per calendar month
Date the new rent takes effect	12th June 2026

REASONS FOR THE DECISION

Background

1. On 20th April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £850 per calendar month (pcm) in place of the existing rent of £750 pcm to take effect from 12th June 2026.
2. On 10th 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 12th November 2022 for a term of 12 months. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. The Tribunal identified that the section 13 notice contains an error. The tenancy commenced on 12th November 2022 for a 12 month term at a rent of £650 pcm. At paragraph 3 of the notice, it states that 'The first rent increase date after 11th February 2003 is 12 June 2026'. This cannot be correct as the rent increased from £650 to £750 at some stage after 12th November 2022. This was referred to the Tribunals legal officers.
5. The potential significance to this error is whether 52 weeks have elapsed since the last increase. The original term of the tenancy expired on 11th November 2023 but with an option clause 'for a further period subject to your landlords consent'. There is also a rent review clause at paragraph 5.17 of the original tenancy agreement but this will have fallen away as the tenancy will have become a rolling monthly periodic tenancy after the end of the initial term.
6. Given that the tenant has not claimed the notice of increase to be invalid, the Tribunal determine that, on the balance of probability, a greater period than 52 weeks will have elapsed since the last rent increase. Further, the error in the section 13 notice does not affect the 'key' information and accordingly is not of sufficient importance to be fatal to the notice.

Allocation of Repairs between Landlord and Tenant.

7. 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.

8. £0

Liability for Council Tax

9. 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.

10. None

Inspection/Hearing

11. 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

12. The Tribunal relies upon the evidence of both parties. The property is said to comprise of a First Floor one bedroom flat in a converted period building with a gross internal area of 34 square meters. The accommodation comprises of a sitting room, kitchen, bathroom with w/c and a bedroom. Externally there are communal gardens.

The property has all mains services including gas fired central heating.

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

Evidence

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

The Tenant.

14. The Tenant identified the following condition issues:

- a. Dated gas fired boiler.
- b. Single glazed windows resulting in condensation and mould.

- c. Internal windows with no natural lighting – kitchen and bathroom.
 - d. Defective sealant and mould to bathroom,
 - e. Neglected maintenance including defective appliances.
 - f. Poor Landlord attendance to defects.
 - g. Fly tipping and debris impacting upon communal areas.
 - h. Poor maintenance and management of common areas.
15. In terms of rental evidence, the tenant does not provide any evidence in support of his application. He asserts that the evidence of the Landlord is of superior refurbished properties which are not directly comparable.

The Landlord

16. The Landlord addresses the issue of disrepair including:
- a. Disputes the time taken to replace the hob.
 - b. Accepts that windows are single glazed but that this was common in older properties. Replacement double glazing would have the effect of increasing rental value.
 - c. Damp appears to be related to condensation and ‘can easily be wiped down by the tenant.
 - d. Fly tipping and other issues affecting common areas are beyond the Landlords control.
17. In terms of rental values, the landlord comments that:
- “We disagree regarding the market rent, this should probably be higher than £850 but the increase was tempered taking into account the current tenants rent, the tenant moved in with a rent of £750 which was below other market rents at the time to get a quick let and they have had no rent increase in almost 4 years, during this period of rapidly increasing rents, caused by many factors, the tenant has received the benefit of no rent increase over this period, the proposed increase is the equivalent of 3.5% per annum. The property is located in a very affluent part of Trafford and as such comparable properties illustrate market rents in the area.”
18. In terms of rental evidence, the Landlord provided links to 6 comparable 1 bedroom converted flats in the Sale area with rents ranging from £950 to £1,200 pcm.

Determination and Valuation

19. The Tribunal first considered the condition issues identified in the application and supporting images. The primary issue is damp and mould. The landlord appears correct in identifying the main cause of the damp as being condensation.

He is also correct in stating that the installation of double glazed windows would improve the situation, albeit at a cost. However, the satisfactory control of condensation involves maintaining a balance between ventilation and an efficient heating system. This does not appear to have been achieved at this property. Accordingly, the issue of damp/condensation is a material consideration in establishing rental value. In so doing, the Tribunal is also mindful that condensation issues are often related to life-style habits and this must also be borne in mind.

20. The tenant refers to numerous management issues at the property which are disputed by the Landlord. On balance, the Tribunal finds that there has been some neglect and lack of attendance on the part of the Landlord.
21. The Tribunal then turned to the letting evidence.
22. The tenant produced no evidence to assist the Tribunal.
23. The Landlord statement asserts that the flat had an initial rent of £750 pcm. This contradicts the tenancy agreement which identifies a rent of £650 pcm at the commencement of the tenancy. The rent appears to have increased to £750 at some point after 12th November 2022. Accordingly, the Landlord statement at paragraph 17 above is incorrect. The calculation of the rent increase percentage is also incorrect. The error in the section 13 notice is addressed by the Tribunal at paragraphs 4 to 6 above.
24. In terms of rental evidence, the Landlord was able to list comparable lettings for the Tribunal to review. Four of these properties are similar one bedroom converted flats with 'lets agreed' producing an average rental value of £1,087.50.
25. Using its own expert, general knowledge of rental values in the area, and after consideration of 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 £1,000 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) Damp and Condensation (10%).
- b) Dated Heating System, (5%)
- c) Poor Management (5%)

The full valuation is shown below:

Starting Rent £ 1,000.00

Less

a)	Items given under a) above	£100.00	
b)	Items given under b) above	£ 50.00	
c)	Items given under c) above	£ 50.00	<u>£ 200.00</u>
			£ 800.00

Market rent say £800 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 tenant states: "The cost of living crisis is crippling the nation, I work in hospitality and do 42.5 hours a week just to have the opportunity to live alone and create a life for myself, with the rise of everyday essentials any minimum wage increases only cover that, let alone rent too. I have debts I'm paying off and student finance as well to think about, if the condition of the flat changed it would be different however I've had to buy things like heated blankets just to be able to stay warm during cold winter months.
28. In response, the Landlord stated that the tenant has not provided evidence of hardship.
29. The Tribunal recognises that cost of living increases is challenging. However, the Landlord is correct in stating that the tenant has not evidenced his case. For these reasons, the Tribunal determine that the rent payable is £800.00 pcm payable from the date specified in the notice being 12th June 2026.

Decision

30. The Tribunal determines the market rent at £800.00 per calendar month with effect from 12th June 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.