

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00EQ/MNR/2026/0327
Property	3 Welton Drive, Wilmslow, SK9 6HF
Tenants	Beatrice Whitehouse & John Dagnall
Tenants' Representative	None
Landlord	Tom Maskell
Landlord's Address	1 Oak Bank, Brook Lane, Alderley Edge Cheshire SK9 7QG
Landlord's Representative	None
Date of Application	5 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Colin Green (Legal Chair) Huw Thomas FRICS (Valuer Member) Juliette McDonald (Lay Member)
Date of Decision	7 August 2026
Rent Determined	£2,350.00 per calendar month
Date the new rent takes effect	6 June 2026

REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between the parties dated 1 July 2024, an assured tenancy was granted of the Property for a term from 6 July 2024 to 5 July 2025 and then from month to month. The rental period is monthly.
2. On 29 April 2026, Michael J Chapman Estate Agents, on behalf of the Landlord, served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,350.00 per calendar month (pcm) in place of the existing rent of £2,150.00 pcm to take effect from 6 June 2026.
3. On 5 June 2026, under Section 13(4)(a) of the Housing Act 1988, the tenant, Beatrice Whitehouse (presumably on behalf of herself and her joint tenant, John Dagnall) referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

Allocation of Repairs between Landlord and Tenant

4. As per the tenancy agreement and section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than any carpets and curtain and white goods specified below) and the costs relating to the same

5. None

Liability for Council Tax

6. 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

7. None

Hearing and Inspection

8. Neither party requested an oral hearing or inspection. The Tribunal is satisfied that it can properly consider this case based on the papers provided and its own knowledge and specialist expertise.

The Property

9. The Property is a semi-detached house with a garage, garden, and hard standing at the front. No furniture was supplied under the tenancy. The number of rooms are not specified by the Tenants, and they have not supplied any photographs. The Property is situated in Wilmslow.

Evidence

10. The Tenant completed the relevant Rents 1 form but there has been no Rents 1A form in response or any correspondence sent to the Tribunal from the Landlord. According to Michael J Chapman Estate Agents' email to the Tribunal of 16 June 2026:

"As mentioned to the tenants, the landlord asked us to submit the application for the rent increase and the proposed new rent. The landlords' details are as follows and we have attached the notice and the tenancy agreement for your records. However it will be the landlord who will be dealing with this directly and not us as we don't manage the property for him."

The Tenants

11. The Tenants have made no submissions, save that it is contended that the new rent should be £2,150.00 pcm, the same as the current rent. No reason has been given as to why there should be no increase and no comparables have been provided.

The Landlord

12. No submissions or comparables have been provided to the Tribunal by the Landlord.

Determination and Valuation

13. In the absence of any comparables provided by the parties, the Tribunal has relied on its own expert, general knowledge of rental values in the area. It is considered that the market rental of the Property in good order would be

£2,350.00 pcm. This is the rent the Tribunal would expect the Property to be let for in the open market.

14. The Tribunal has no material before it to make any adjustments to that figure.

Undue hardship

15. The new rent takes effect from the date specified in the Landlord's notice of increase (6 June 2026) unless that would cause undue hardship to the Tenants. 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.
16. The Tenants have claimed hardship but provided no details of what that hardship would be or evidence in support.
17. In the absence of any details or supporting material, the Tribunal is not satisfied that for the increase to take effect from the date in the Landlord's notice would cause undue hardship, and accordingly the starting date for the new rent remains 6 June 2026.

Decision

18. Therefore, the Tribunal determines the market rent at £2,350.00 per calendar month with effect from 6 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.