	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	**MAN/00BR/MNR/2026/0278**
Property	**16 Grasmere Road, Manchester, M27 5WR**
Tenant	**Bashdar Rasuly**
Tenant's Representative	**None**
Landlord	**GRG Properties**
Landlord's Address	**GRG House, Cobden Street, Salford M66NA**
Landlord's Representative	**None**
Date of Application	**11 May 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	**£970.00 per calendar month**
Date the new rent takes effect	**1 June 2026**

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REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between the parties dated 29 August 2019, an assured tenancy was granted of the Property for a term of 12 months from and including 1 September 2019. The rental period is monthly.

2. On 15 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of ££1,050.00 per calendar month (pcm) in place of the existing rent of £700.00 pcm to take effect from 1 June 2026.

3. On 11 May 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.

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 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. See below.

Hearing and Inspection

8. Neither party requested an oral hearing. The Tenant requested an inspection, but by a decision with written reasons of 8 July 2026 the Tribunal determined that it would make its determination of the market rent based on the evidence submitted and would not carry out an inspection. Neither party has requested that the decision be considered afresh.

9. The Tribunal is satisfied that it can properly consider this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

10. The Property is a semi-detached house, offering the following accommodation: a living room, 2 bedrooms, a kitchen and a bathroom/wc, and a garden and driveway with hard standing for parking vehicles. The Property is situated in the Swinton area of Greater Manchester. No furniture was provided under the tenancy.

Evidence

11. The parties completed the relevant Rents 1 (Tenant) and Rents 1A (Landlord) In addition, the Tenant responded to Rents 1A by and email of 15 July 2026, with an email in reply from the Landlord later that day.

The Tenant

12. The Tenant made the following comments relevant to the determination of a market rent for the Property:

a) He has carried out the following improvement to the Property, which was in a very basic condition when the tenancy was granted in 2019:

   i. Full replacement of the kitchen;

   ii. Full renovation of the bathroom with a new suite and shower installation;

   iii. New flooring;

   iv. Painting.

b) The market rent should be based on the original condition of the Property, not with the above improvements.

c) There are photographs of the interior of the Property, showing the old and new bathroom and kitchen, and the new flooring.

13. In terms of rental evidence, the Tenant has not provided any comparables but submits that similar properties are currently achieving £750.00 to £800.00 per month.

The Landlord

14. A single comparable was provided by the Landlord, attached to a letter from Hills estate agents which notes that the Property is in excellent condition and confirms a rental figure of £1,200.00 pcm. The comparable is from Zoopla in respect of a three-bedroom semi-detached house in Swinton with an asking rent of £1,250.00. There is a photograph of the exterior taken from the drive but no other details or photographs.

15. In addition, the Landlord has made the following submissions.

16. First, historically, the rent charged has been considerably below market rent. This does not affect the Tribunal's determination of the market rent for the Property on 1 June 2026, the date of increase.

17. Second, the improvements have been carried out without the Landlord's knowledge and authorisation. Such improvements do not bind the Landlord and do not prevent the rent being assessed at the proper market level. The purpose of the Tribunal is to determine a fair market rent, not to compensate tenants for voluntary, unapproved work. Therefore, the market rent should not be fixed by reference to the "original state" as claimed by the Tenant.

18. There is a dispute as to whether and to what extent the works of improvement were approved by the Landlord, but for the reasons below the Tribunal does not consider it necessary to make any findings on this.

19. Section 14(2) of the Housing Act 1988 provides as follows:

> *"(2) In making a determination under this section, there shall be disregarded—*
>
> *(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;*
>
> *(b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—*
>
> *(i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or*
>
> *(ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and*
>
> *(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy."*

20. Under s. 14(3) an improvement is a relevant improvement if it was carried out during the tenancy to which the notice of increase relates, which is the case here.

21. Accordingly, under s. 14(2)(b), a property which has been improved by the tenant should be valued in the state which the landlord originally provided, without any improvements.

22. As to the alleged failure to obtain approval for the improvements, clause 1.36 of the tenancy agreement contains a Tenant's covenant not to make any alteration or addition to the Property or the electric, gas or plumbing system without the landlord's written permission, which will not be unreasonably withheld. Assuming, as contended by the Landlord, that some or all of the improvements fell within the scope of that covenant and that approval was not sought or given, in the Tribunal's view this will not disapply s. 14(2)(b) concerning how improvements are to be treated as part of the valuation process. The only

provision that might have this result is under s. 14(2)(c) concerning a failure to comply with the terms of the tenancy. That will only apply however, where there has been a *reduction* in the value of Property as a result of a breach by the Tenant. In the Tribunal's view, it is clear from the Tenant's photographs that this is not the case; on the contrary, there will have been an increase in value as a result of the improvements: as stated in Hills' letter, the Property is in excellent condition and the Landlord relies on the improvements to justify the rent sought.

23. Third, whereas when the Tenant moved in, he was a single occupant, he now lives there with his wife and child so that the Property provides greater value to the household. In the Tribunal's view, this is not something which has any bearing on the market rent valuation which is based on a hypothetical letting to a hypothetical tenant on 1 June 2026, not to a sitting tenant, see: s. 14(2)(a).

24. Fourth, the Landlord contends that the rent sought of £1,050.00 is fair and reasonable given the condition of the Property.

Determination and Valuation

25. The Tribunal considers that the figure of £1,200.00 pcm suggested by Hills, based on the comparable of £1,250.00 pcm, is higher than would be achievable for the Property. The market rental of the Property modernised and in good condition would be in the order of £1,050.00 pcm. This is the rent the Tribunal would expect the Property to let for in the open market.

26. From this level of rent, the Tribunal has made an adjustment of approximately 7.5 per cent in respect of the above-mentioned improvements by the Tenant, reducing the rent to £970.00 pcm.

Decision

27. Therefore, the Tribunal determines the market rent at £970.00 pcm with effect from 1 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.