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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>           |
| <b>Case Reference</b>                                                             | <b>MAN/00BN/MNR/2026/0238</b>                                                          |
| <b>Property</b>                                                                   | <b>Room 5, 26 Milton Grove, Manchester<br/>M16 0BP</b>                                 |
| <b>Tenant</b>                                                                     | <b>Sam Ross</b>                                                                        |
| <b>Tenant's Representative</b>                                                    | <b>n/a</b>                                                                             |
| <b>Landlord</b>                                                                   | <b>Jeewani Properties</b>                                                              |
| <b>Landlord's Address</b>                                                         | <b>3 Arundale Avenue, Manchester M16<br/>8LS</b>                                       |
| <b>Landlord's Representative</b>                                                  | <b>Versus Law</b>                                                                      |
| <b>Date of Application</b>                                                        | <b>26 April 2026</b>                                                                   |
| <b>Type of Application</b>                                                        | <b>Determination of a Market Rent<br/>sections 13 &amp; 14 of the Housing Act 1988</b> |
| <b>Tribunal Members</b>                                                           | <b>Mr N Swain MRICS – Chair<br/>Mr R Stewart MBE</b>                                   |
| <b>Date of Decision</b>                                                           | <b>03 July 2026</b>                                                                    |
| <b>Rent Determined</b>                                                            | <b>£450 per calendar month</b>                                                         |
| <b>Date the new rent takes effect</b>                                             | <b>01 May 2026</b>                                                                     |

## **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 £2000.00 per calendar month(pcm) in place of the existing rent of £450.00 pcm to take effect from 01 May 2026.
2. On 26 April 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 September 2017 for a term of six 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. Sofa, chair, desk and bedframe included in the rent.

### **Liability for Council Tax**

6. It is not clear from the documentation but it is assumed that 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. None

### **Inspection/Hearing**

8. Neither party requested an oral hearing. 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 second floor room in a shared HMO, which occupies an early twentieth century terrace house and consists of:

Sole use: Large second floor double bedroom.

Shared accommodation: Hall, bathroom, second separate toilet, kitchen and dining area.

Outside: Rear yard.

The Property benefits from a wet heating system (probably gas) and double glazing.

The Property is situated in the Manley Park area of Manchester within close proximity of amenities. Manchester City Centre is approximately 3 miles to the north.

### **Evidence**

10. Only the Tenant returned the Tribunal's Reply forms.

#### *The Tenant.*

11. The Tenant made the following comments:
- a) They did not consider the notice valid as it was served with the intention of evicting the Tenant. The Landlord has served a Section 21 notice as well.
  - b) There are maintenance issues, particularly damp in the separate toilet and broken/clashing tiles in the bathroom.
12. In terms of rental evidence, the Tenant had provided details of several similar properties in the area:
- a) Old Trafford (M16). Flat share, female only. £400 pcm inclusive of bills.
  - b) Brailsford Road. House share in 3 bedroom house. £460 pcm plus share of bills.
  - c) Landcross Road. House share in 4 bedroom house. £400 pcm plus share of bills.
  - d) Moss Side. Flat share. £380 pcm plus share of bills.
  - e) Whalley Range. House share in 3 bedroom house. £475 pcm for a double bedroom plus share of bills.
  - f) Russell Street. House share in 4 bedroom house. £350 pcm plus share of bills.

#### *The Landlord*

13. No correspondence or evidence was received from the Landlord.

### **Determination and Valuation**

14. The Tenant did raise the validity of the notice. However, validity relates to the notice meeting the requirements set out in the legislation, not the motivation for serving the notice. The notice did meet the requirements and the Tribunal considers it validly served.
15. All of the comparables evidence provided by the Tenant are relevant to this matter.
16. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Tenant, the Tribunal considers that the market rental for a room in a house share in this area to be in the range of £400 to £450 pcm. The room that is the subject of this decision is on the top floor of the property and, at approximately 3.5 metres by 4.5 metres, is at the larger end of rooms offered to rent. Therefore, we consider that market rent for this Property is £450 pcm. 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.

17. Whilst there are some maintenance issues in the bathroom and toilet, the Tribunal considered them to be of low significance and would not affect the market rent for the Property. Therefore, no deduction is made.

**Market rent**

**£450.00 pcm**

**Undue hardship**

12. The Tenant did raise concerns about hardship due to the significant increase that the Landlord was seeking. However, as the Tribunal has determined the market rent to be the same as the existing rent, the matter of undue hardship does not arise.

**Decision**

13. Therefore, the Tribunal determines the market rent at £450.00 per calendar month with effect from 01 May 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.