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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>           |
| <b>Case Reference</b>                                                             | <b>MAN/00BN/MNR/2026/0283</b>                                                          |
| <b>Property</b>                                                                   | <b>Westwoods flat 206, Cheetham Hill<br/>Road 288, Manchester M8 0WT</b>               |
| <b>Tenant</b>                                                                     | <b>Kristyna Stankova</b>                                                               |
| <b>Tenant's Representative</b>                                                    | <b>None</b>                                                                            |
| <b>Landlord</b>                                                                   | <b>MCR Halal Group Limited</b>                                                         |
| <b>Landlord's Address</b>                                                         | <b>Cheetham Hill Road 469, Manchester,<br/>M8 9LR</b>                                  |
| <b>Landlord's Representative</b>                                                  | <b>None</b>                                                                            |
| <b>Date of Application</b>                                                        | <b>14 May 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>Colin Green (Legal Chair)<br/>Ken Kasambara (Valuer Member)</b>                     |
| <b>Date of Decision</b>                                                           | <b>20 August 2026</b>                                                                  |
| <b>Rent Determined</b>                                                            | <b>£800.00 per calendar month</b>                                                      |
| <b>Date the new rent takes effect</b>                                             | <b>20 August 2026</b>                                                                  |

## **REASONS FOR THE DECISION**

### **Background**

1. Under a tenancy agreement between the parties dated 8 March 2025, an assured tenancy was granted of the Property for a term from and including 6 months. The rental period is monthly.
2. On 23 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £850.00 per calendar month (pcm) in place of the existing rent of £750.00 pcm to take effect from 8 June 2026.
3. On 14 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. No service charge or furniture provided by the Landlord. Some furniture provided by the previous landlord has been retained by the Tenant.

### **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.

### **Hearing and Inspection**

8. Neither party requested an oral hearing. The Tenant request an inspection in her form MR1, and in section 2.6 of the Landlord's Reply form it was stated, "The members of the tribunal are very welcome to see the condition themselves whenever they would like." By a decision with written reasons of 2 July 2026 the Tribunal determined that it would make its determination of the market rent based on the evidence submitted (including photographs) and would not carry out an inspection, and that should the parties wish to rely on any further photographic evidence, they may send the same to the Tribunal and the other party by 9 July 2026. Neither party has requested that the decision be considered afresh. The Tenant has supplied approximately 50 further photographs.
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 one-bedroom, second floor flat in a purpose-built block, with a total square footage of approximately 49 square metres, comprising a bedroom, living room, bathroom/wc, a hallway, and kitchen. There is electric heating with an electric boiler and radiators. The flooring is mixed throughout the Property. There is a parking space.

### **Evidence**

11. The parties completed the relevant Rents 1 (Tenant), Rents 1A (Landlord) and Rents 1B (Tenant's reply) forms. Both parties supplied photographs of the interior of the Flat and the exterior of the building.

### ***The Tenant***

12. The Tenant made the following comments:
  - a) The hallway laminate flooring is damaged, uneven and has gaps/missing edging strips in places. The living room carpet is worn. The kitchen lino is damaged. The flat is north-facing and can get quite cold.

- b) As regards improvements, the Tenant has lived in the Property for around 11 years. The Property was repainted by her before the current Landlord purchased the Property. She has also replaced the bathroom flooring. The previous Landlord left some basic furniture in her ownership before the Property was sold, and many additional items such as curtains, lamps/light fittings and furnishings are also hers. She has maintained and looked after the Property over the years.
- c) The Tenant believes £750.00 is a fairer market rent considering the condition and features of the Property. The flat is north facing with limited natural light and has an EPC rating of D. The electrical bills are high, between £230.00 to £290.00 per month in winter. There is no lift access and parts of the flooring are damaged or uneven.

13. In terms of rental evidence, the Tenant had provided the following:

- a) She states that comparable nearby properties in better condition have been rented at similar prices. For example, a renovated flat nearby with EPC C, newer flooring, updated bathroom, redecorated interior and improved lighting was advertised at around £850.00. Another nearby south-facing flat with better flooring was around £650.00, and a nearby 2-bedroom flat including bills was advertised at around £950.00.
- b) The Tenant also checked online rental valuation tools for the property address. One estimate suggested an average rental value around £576.00 pcm (with high estimate £733.00), and another suggested an average around £690.00 pcm (maximum around £759.00). The Tenant understands these are only estimates, but she claims they support her view that the proposed increase to £850.00 pcm does not reflect the actual condition and features of the Property.
- c) In addition, the Tenant provided the following details of asking rents for one-bedroom flats in the M8 postcode:
  - i. Middleton Road (55.92 square metres, EPC D) at £775.00 pcm;
  - ii. Woodfield Road (EPC C) at £745.00 pcm);

- iii. Givendale Drive (33.9 square metres, EPC D) at £750.00 pcm;
  - iv. St Marys Hall Road, a flat conversion, at £750.00 pcm;
  - v. Cheetham Hill Road, a furnished flat, at £800.00 pcm;
  - vi. Great Clowes (EPC C) at £750.00 pcm.
- d) The Tenant also provided signed statements from two other tenants at Westwoods.
- i. Muhammad Rauf Khalid of flat 205 Westwoods, who is currently paying £850.00 pcm. He states that his flat has benefitted from significant refurbishment and improvements, including new flooring, a renovated bathroom, redecorated walls and upgraded fixtures and fittings. The EPC rating is C. In comparison with the Property, which he considers to be in a poorer condition, he considers that it would command a lower market rent.
  - ii. Syed Bokhari of flat 207 Westwoods, who pays £650.00 pcm and states his flat is of the same dimensions at the Property, but south-facing. His tenancy includes landlord provided fixtures, including a fitted oven and hob. The bathroom is original and has not been recently renovated but the flooring is considered to be in better condition than the Property. The EPC certificate of C has now expired.

#### *The Landlord*

14. The following comments were made by the Landlord.
- a) The rent for the Property has remained the same for the last three years, whilst the rates in the market have steadily increased, being so close to Manchester city centre being a big factor. The increase sought is £100.00. The current rates in the market for similar properties are well above £900.00/£1,000.00. The Tenant states that when the Landlord purchased the property, the rent increased from

£500.00 to £750.00 pcm, though it remained at that level when she signed the current tenancy agreement in March 2025.

- b) Additionally, the Landlord claims to have significantly invested in the Property to make as habitable and safe as possible. This includes the installation of a new alarm system costing slightly over £600.00, ground rent and service charges. He feels the proposed rent is very fair and justified, at a modest increase of £100.00. The Tenant's reply is that in the three years the Landlord has owned the Property, no major refurbishment or modernisation has been carried out. The electric hob has been cracked since she moved into the property in 2015. These appliances were not provided or installed by the current Landlord and should not be considered his investment. Concerning the fire alarms, the Tenant says this work was required for building safety and compliance and was arranged through the managing agents. It was not an improvement to the Property. As regards "security alarms", there is no security alarm in the Property. The building has CCTV; however, the main entrance gate is currently broken, and unauthorised persons have accessed the building.
- c) The property is situated in a beautiful, gated community including a private car park, up to date security alarms and fire alarms. Excellent heating and modern electrical stoves. The location itself is priceless, in the heart of Manchester, a few minutes' drive from the city centre especially Victoria train station and the Arndale Centre. Within a 0.3 mile radius there is a high school, primary school, GP surgery, and a local shopping centre.
- d) Concerning the alleged flaws in the Property by the Tenant, the Landlord has not seen them but agreed to get them fixed, but the Tenant refused. The Tenant says she only asked to postpone the flooring replacement because she was due to give birth, and the Landlord agreed, and has never refused necessary repairs.

15. The Landlord has provided the following comparables of asking rents for one-bedroom flats in the M8 postcode:

- a) Abercarn Close (323 square metres) at £1,000.00 pcm;

- b) Polygon Road, a furnished flat, at £1,095.00 pcm;
- c) Givendale Drive, a one-bedroom semi-detached bungalow (EPC D) at £900.00 pcm.

### **Determination and Valuation**

- 16. A broad range of comparables have been provided by the parties. In the Tribunal's view, of the two other second-floor flats at Westwoods, 206 at £650.00 pcm is considerably lower than one would expect as of 8 June 2026 (it is not known when that rent was fixed) and £825.00 is a more realistic figure having regard to the Tribunal's own expert, general knowledge of rental values in the area. Therefore, the Tribunal considers that the market rental of the subject Property modernised and in good order would be £825.00 pcm.
- 17. From this level of rent, the Tribunal has made an adjustment of £25.00 to reflect the worn carpets, kitchen lino damage, missing strips, and EPC rating of D, producing a final figure of £800.00 pcm.

### **Undue hardship**

- 18. 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.
- 19. The Tenant has asked the Tribunal to fix a later starting date than the 8 June 2026 (the date of increase) in this case. She stated that she would experience hardship if the rent is increased to £850.00 pcm. The Tenant is currently not working for health reasons and as of 14 May 2026, the date of the application, was 37+5 weeks pregnant, expecting a baby very soon. (The Tribunal assumes the baby will have been born by today's date.) She received support including DHP from the council, though at the date of the application it had been awarded until the beginning of June. After the baby is born, it will take time for child-related benefits and support to be processed. The Property is expensive to heat due to the EPC rating D, the north-facing position, and an electric heating

system. During winter, her electricity bills have reached around £290.00 per month.

20. The Landlord's response was as follows.

- a) There are rising rents in the area of Manchester as other one-bedroom flats are achieving higher rents.
- b) Increasing operating costs such as building insurance, service charges and general inflation increasing the cost of managing and maintaining a rental property.
- c) The rent has remained unchanged for several years, and an increase is justified to help the Landlord manage the Property and bring it closer to market levels.
- d) The rate complies with the latest tenancy agreement.

The Tribunal does not consider that such contentions have any real bearing on the issue of undue hardship to the Tenant.

21. Given the Tenant's financial issues, even with a £50.00 pcm increase rather than £100.00 pcm, the Tribunal considers that for the increase to take effect from the date in the Landlord's notice would cause undue hardship, and accordingly sets the starting date for the new rent as 20 August 2026.

### **Decision**

22. Therefore, the Tribunal determines the market rent at £800.00 pcm with effect from 20 August 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.