

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BN/MRA/2026/0039
Property	906 Hyde Rd, Manchester, M18 7LL
Tenant	Ms Lisa Dolan
Tenant's Representative	N/A
Landlord	Mr. Khaleel Ahmad Miyan
Landlord's Address	32 Galpins Toad, Thornton Heath, Surrey, CR7 6EA
Landlord's Representative	N/A
Date of Application	30th 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 Kim Usher– Tribunal Member
Date of Decision	20th August 2026
Rent Determined	£1,200 per calendar month
Date the new rent takes effect	1st September 2026

REASONS FOR THE DECISION

Background

1. On 12th May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (as amended) which proposed a new rent of £1,200 per calendar month (pcm) in place of the existing rent of £1,000 pcm to take effect from 1st August 2026.
2. On 30th June 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 1st December 2010. 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 any carpets and curtain and white goods specified below) and the costs relating to the same.

5. £0

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/Inspection

8. The tenant has not requested an oral hearing or inspection. There has been no response from the Landlord. 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

9. The Tribunal relies on the details provided in the papers to establish that the property comprises of a mid-terraced house with accommodation arranged over 3 floors and briefly comprising:

G.F. hall, toilet with w/c, kitchen, living room.

F.F landing, bedroom 1, bedroom 2, bathroom with w/c.

S.F. landing, bedroom 3, bedroom 4, bathroom with w/c.

Outside: Garage and parking space, front and rear gardens.

Mains services including gas fired central heating.

The Property is situated in an established residential locality being convenient to reasonable amenities and public transport.

Evidence

10. The Tenant completed the relevant MR1 (Tenant) form. This was submitted to the Landlord on 1st July 2026 for completion of the MR2 (Landlord) form. No response was received. Consequently, the MR3 (Tenant's reply) form was not issued or completed.

The Tenant

11. The main issues are summarised by the tenant as:

- (a) Dated kitchen and bathrooms, which are over 30 years old and falling apart from wear and tear.
- (b) Main Bath is unusable.
- (c) Documented health and safety breaches.
- (d) In 15 years, the landlord has only conducted three gas safety checks and two electrical checks.
- (e) Two separate fires have occurred due to faulty and negligent wiring,
- (f) Following the bathroom fire, Landlord took three months to restore bathroom facility following the fire.
- (g) Contractor error also caused a gas leak.
- (h) Environmental Health notified of hazards,
- (i) Landlord aggressive behaviour including threats of eviction and retaliatory rent increases from the landlord.
- (j) The house does come with a garage and parking outside it, but the landlords brother uses it for his motorbike so I can't even park in front of it.

12. Tenant improvements are also identified as redecoration of every room and new flooring to hallway, toilet, bathroom and storage cupboard.
13. In terms of rental evidence, the tenant in her application referred to comparable evidence as a Screenshot_20260630_184734_Chrome.jpeg. However, these could not be identified in the bundle other than a 'Open Rent' extract which purported to identify two properties but with no further details.
14. The tenant added "Given the lack of local comparables, a fair and reasonable open market rent for this property in its current condition should be £1000."

The Landlord

15. Landlord has not responded to the application nor has he responded to an email from the Tribunal dated 1st July 2026.

Determination and Valuation.

16. The Tribunal first considered the condition issues identified by the tenant. These would appear to be significant and are apparently not disputed by the Landlord through lack of response. However, the images in the bundle do not illustrate or evidence the alleged defects. The kitchen units appear to be serviceable and there

is no image of the defective bath. There are no images or documentation of historic fire damage. In addition, the Tribunal has no evidence before it of any formal hazard warning notices from Environmental Health.

17. Accordingly, the Tribunal must be cautious as to how much weight is given to these allegations.
18. The absence of gas safety certificates is potentially a significant issue which would impact upon the suitability of the property to let. Whilst the tenant maintains that the landlord has never provided regular Electrical or Gas Safety Certificate, there is no evidence before this Tribunal whether a certificate exists or not. Notwithstanding, compliance with electric/gas safety rules is legally separate from the rent adjustment mechanism. Accordingly, the lack of a certificate does not automatically invalidate a rent increase process under Section 13(2) of the Housing Act 1988.
19. From the evidence before the Tribunal, the Landlord does not appear to have engaged in the process at all having been given ample opportunity to do so. Accordingly, the Tribunal must deduce that the condition items identified by the Applicant are not disputed.
20. Neither party has provided justification or evidence as to the respective positions on rental value.
21. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,500 pcm. This is the rent we would expect the property to let for in the open market if it was in a condition consistent with its age and type of construction.
22. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Poor Management and attendance.

- b) Dated kitchen and unusable bath.
- c) Garage use blocked.
- d) Tenant improvements to flooring and decorations.

The full valuation is shown below:

Starting Rent		<u>£1,500.00</u> pcm
<i>Less</i>		
Items given under a) above	£50.00	
Items given under b) above	£50.00	
Items given under c) above	£50.00	
Items given under d) above	£50.00	£ 200.00
Market rent		£ <u>1,300.00</u> pcm

Decision

23. The Tribunal determines the new rent at the amount proposed by the Landlord of **£1,200.00 per calendar month** as this is lower than the open-market rent of £1,300.00 determined by the Tribunal with effect from 1st September 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Undue hardship

24. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.

25. The Tenant has asked the Tribunal to fix a later starting date in this case for the following reasons.

“The proposed rent increase of £200 per month would cause severe, irreversible financial hardship for my household. I am currently unable to work due to complex PTSD, which resulted in a severe mental health breakdown triggered during my previous employment at a nursery. In addition to complex PTSD, I live with autism, ADHD, and fibromyalgia, meaning I rely entirely on disability and health-related benefits. Surviving on a fixed benefits income in the current economic climate is already an immense struggle. Because our utilities and fixed bills cannot be reduced, the only areas left to cut would be our essential food and clothing budgets. An increase of £200 a month would directly force us to cut down on basic groceries, significantly reducing our access to fresh meat, fruit, and vegetables. Despite being an incredibly thrifty cook who knows how to stretch a tight budget, an increase of this size would directly impact our nutrition, well-being, and overall quality of life. It is financially impossible for us to absorb this cost.”

26. The Landlord did not respond to the Tenant’s application for postponement due to hardship.
27. The tenant has outlined a number of health and condition issues but there is no evidence before this Tribunal by way of justification.
28. In the absence of evidence by the Tenant, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and accordingly sets the starting date for the new rent as 1st September 2026.

Reimbursement of Fees

29. The Tenant's online MR1 application form requests assistance in paying the application fee of £47.00. It is not clear to the Tribunal whether the application fee has been paid by the tenant or not. In addition, the tenant has not provided reasons as to why assistance is required.
30. However, assuming the application fee has been paid by the tenant and given that the Landlord has not engaged in this process at all, the Tribunal Orders the Landlord to refund the Tenant's application fee of £47.00 (where applicable).

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.