

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BU/MRA/2026/0006
Property	Flat 28, The Hawthorns, 114 Edge Lane, Stretford, Manchester, M328QA
Tenant	Fereydoun Nili
Tenant's Representative	N/A
Landlord	Mr. Paul Delaney.
Landlord's Address	32 Galpins Toad, Thornton Heath, Surrey, CR7 6EA
Landlord's Representative	Trading Places (Stretford) Ltd, 133 Barton Road, Stretford, Manchester, M32 8DN /A
Date of Application	22nd May 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	£800.00 per calendar month
Date the new rent takes effect	15th September 2026

REASONS FOR THE DECISION

Background

1. On 1st May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (as amended) which proposed a new rent of £800 per calendar month (pcm) in place of the existing rent of £750 pcm to take effect from 15th July 2026.
2. On 22nd May 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 original tenancy commenced on 15th July 2022 and ended on 14th July 2023. 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. Inclusive

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. Neither party requested an oral hearing or inspection. 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 first floor flat in a purpose built apartment block of 52 units. The accommodation briefly comprising living room, kitchen, bedroom, bathroom with w/c.

Mains electricity, water and drainage with electric night storage heating.

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

Evidence

10. Both parties completed the relevant Rents 1 (Tenant), Rents 1A (Landlord) and Rents 1B (Tenant's reply) forms.

The Tenant

11. The tenant statement of case is summarised in the Rents 1B form as:

"My monthly "Rent" is inclusive of Service Charges, which the landlord pays. Within 12 months of my tenancy, the House Manager was removed. We have had a number of part-time House Managers since then & none have been

resident in the complex, which has caused a degree of hardship for some residents, including myself.

The residents complained to the Management Company & therefore the Service Charges were reduced accordingly. As the result of this reduction, the landlord has had financial benefit for the past 3 years, but this reduction was not passed onto me and I never asked for rent reduction I now feel that the rent increase, no matter how "moderate" is unreasonable."

12. In terms of rental evidence, the tenant did not provide any comparable rental evidence in support of her application.

The Landlord

13. Landlord responded to the application by stating:

"The proposed rent is modest and reflects the current market rent for comparable properties in the area.

The rent for the property has not increased since 2023 despite increases in market rental values and landlord ongoing costs. The landlords service charges have also not reduced and continue to be payable.

The increase of £50 is considered fair and proportionate given that no increase has applied for 3 years. Even after the increase the rent remains in line with comparable properties in the local area and represents good value for the accommodation provided."

14. In terms of rental evidence, the Landlord did not provide any comparable rental evidence in support of the proposed rent increase.

Determination and Valuation.

15. The Tribunal first considered the statement in support of the tenants application. The main reason for disputing the proposed rent increase is the removal of the full

time 'in-house' manager and replacement by a number of unsatisfactory part time managers which resulted in a reduction in services. It is asserted that the removal of the full time 'in-house' manager amounts to a reduction in amenities and services and accordingly should be reflected in the rent payable.

16. The tenant further asserts that the service charges payable by the Landlord has reduced as a consequence of this reduction in service and that the Landlord has benefited from this reduction rather than passing on the saving to the tenant. This is disputed by the Landlord who maintains that service charges have not been reduced.
17. There is no evidence in the bundle to confirm that the service charge payment in respect of the manager has reduced. Accordingly, the Tribunal must be cautious as to how much weight is given to this assertion.
18. Neither party have assisted the Tribunal in providing relevant comparable evidence as justification of their respective positions on rental value.
19. Accordingly, 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 £800 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.
20. No condition issues have been raised by the tenant. No further reduction is therefore appropriate to this level of rent.

Undue hardship

21. 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.

22. The Tenant has referred to a degree of hardship in having to address some of the issues originally managed by the full time 'in-house' manager. However, in the R3 reply form, it is expressly stated that no hardship is claimed in respect of the rent increase.
23. Accordingly, no consideration has been given to hardship.

Decision

24. The Tribunal determines the new rent amount at £800 per calendar month with effect from 15th September 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.