	FIRST - TIER TRIBUNAL **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BN/MNR/2026/0324**
Property	**Apartment 120, Merlin House, 278 Fog Lane, Manchester, M19 1UD**
Tenant	**Laura Hicks**
Tenant's Representative	**N/A**
Landlord	**SWK Properties Ltd**
Landlord's Address	**Charter Buildings, Ashton Lane, Sale, M33 6WT**
Landlord's Representative	**Joules Estates Agents**
Date of Application	**28 May 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge L White** **Tribunal Member J Faulkner FRICS**
Date of Decision	**28 August 2026**
Rent Determined	**£950.00 per calendar month**
Date the new rent takes effect	**01 June 2026**

REASONS FOR THE DECISION

Background

1. On 30 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,000.00 per calendar month(pcm) in place of the existing rent stated in the notice to be £850.00 pcm to take effect from 01 June 2026.

2. On 28 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.

3. The tenancy commenced June 2012. 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. No service charges were identified as part of or separately from the rent.

6. The Tenant stated in the application form that no furniture was provided by the Landlord:

Liability for Council Tax

7. 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.

8. None

Hearing

9. 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

10. The Property is a second-floor flat within Merlin House, 278 Fog Lane, Manchester. The Property comprises two bedrooms (one double bedroom and one smaller box bedroom), a bathroom, living/dining room, kitchen, hallway and a small storage cupboard housing a water tank. The tenancy includes an allocated parking space and the use of communal gardens/outdoor areas serving the development.

11. The Property benefits from heating by 5 storage heaters and double glazing.

12. The Property sits in a suburban position on the border of Burnage, Didsbury, and East Didsbury. It offers local neighbourhood amenities alongside direct, rapid commuter connections into Manchester City Centre.

Evidence

13. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

<u>The Tenant</u>

14. The Tenant contends that the proposed rent of £1,000 per month does not reflect the condition of the Property. In particular the Tenant states there has been longstanding disrepair, including prolonged problems with condensation, draughts and mould associated with defective windows, which were not replaced until February 2026 despite repeated reports. The Tenant also alleges that the 2023 bathroom refurbishment remains incomplete, with continuing concerns regarding mould, decoration, ventilation, the quality of workmanship and water ingress beneath the flooring. Further complaints relate to damaged or uneven flooring in the bathroom, kitchen and hallway, water damage arising from a previous leak, and storage heaters which the Tenant says have not functioned properly throughout much of the tenancy. The tenant maintains that these issues have adversely affected her enjoyment of the Property and remain relevant to the assessment of market rent. The Tenant further contends that she repeatedly reported defects and cooperated with access arrangements.

15. In terms of rental evidence, the Tenant did not provide any comparables and contends that a market rent of £750 per month is appropriate, relying principally

upon the condition of the Property and its lower specification when compared with some other flats within the development.

The Landlord

16. The Landlord, through its managing agent, does not accept that the condition of the Property justifies the Tenant's assessment of rent. The Landlord states that substantial expenditure has been incurred on improvements since it took over management of the Property in 2020, estimated at between £15,000 and £17,000, including bathroom works and replacement windows. The Landlord says that efforts were made over an extended period to arrange contractor access in order to complete outstanding works and investigate reported defects, but that contractors repeatedly reported difficulties in contacting the Tenant or arranging access. The Landlord maintains that delays in completing some works were attributable to contractor issues and, at one stage, the serious illness of the Landlord, rather than any unwillingness to remedy defects. The Landlord also indicated a willingness to inspect the Property and address any remaining issues identified.

17. The Landlord further contends that the Tenant has overstated the continuing defects and that significant remedial works have already been completed. It relies upon the fact that replacement windows were ultimately installed and that arrangements were made for electricians, flooring contractors and other contractors to attend the Property.

18. The Landlord produced a Rightmove best price guide which included 23 rental comparables drawn from advertised properties in the local market, 17 of the 23 comparables were "Let Agreed". The comparables generally comprised modern two-bedroom apartments in the Manchester area advertised for let and were relied upon to demonstrate that market rents for similar accommodation were commonly being advertised between £1,000 and £1,250 per calendar month. The landlord submitted that the proposed rent was consistent with prevailing market conditions.

Determination and Valuation

19. The Tribunal found the Landlord's comparable evidence of assistance in identifying the general level of rents being achieved for modern apartments in the area. Nevertheless, a number of the comparables at the upper end of the rental range were of a superior specification to the Property, having either two bathrooms or en-suite facilities in addition to a main bathroom. As the Property comprises a two-bedroom flat with a single bathroom and no en-suite accommodation, the Tribunal does not consider that those higher-value comparables can be adopted without adjustment. The Tribunal has therefore

treated them as indicative of the upper end of the market rather than as direct comparables to the Property.

20. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,000.00 pcm. This is the rent the Tribunal would expect the Property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.

21. The Tribunal is satisfied, however, that at the valuation date there remained outstanding issues relating to the unfinished bathroom works and defects to the flooring which adversely affected the condition and amenity of the Property. Whilst these defects do not justify a substantial reduction in rent, the Tribunal considers it appropriate to make an allowance to reflect their impact on rental value. The Tribunal assesses that allowance at £50.00 per calendar month.

22. From the level of market rent, the Tribunal has made adjustments in relation to the following:

    a) unfinished bathroom works and defects to the flooring

    The full valuation is shown below:

Starting Rent		<u>£1000.00</u>	pcm
<u>Less</u>			
a) Items given under a) above	£50.00		

Open-Market Rent **£950.00 pcm**

Undue hardship

23. 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.

24. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant submitted that an increase to £1,000 per calendar month would cause financial hardship. She stated that she had been out of work since September 2025 because of health issues, had recently been awarded Limited Capability

for Work and Work-Related Activity (LCWRA), and was awaiting further medical assessments and treatment. She explained that she continued to experience financial pressures arising from ordinary living expenses and that the uncertainty surrounding the rent dispute and alleged arrears had caused significant stress.

25. The Landlord did not advance a specific hardship case and did not dispute the Tenant's personal circumstances in its submissions. Its position was instead that the proposed rent reflected the market rent for the Property.

26. The Tribunal has carefully considered whether the application of the statutory effective date would cause undue hardship. Whilst the Tribunal accepts that the Tenant has described health and financial difficulties, no documentary evidence was provided in support of the hardship application. In particular, the Tribunal was not provided with evidence of income, expenditure, savings, liabilities, benefits or other financial information from which the extent of any hardship could properly be assessed.

27. In all the circumstances, the Tribunal is not satisfied on the evidence before it that implementation of the new rent from the statutory effective date would cause undue hardship. The Tribunal therefore declines to exercise its discretion to postpone the commencement date and determines that the new rent shall take effect from 1 June 2026.

Decision

28. The Tribunal determines the new rent amount at £950.00 per calendar month with effect from 01 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 (rule 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.