

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BS/MRA/2026/0050
Property	62 Stockport Road, Romilly, Manchester, SK6 3AA
Tenant	Gillian Rookes
Tenant's Representative	N/A
Landlord	PPG Portfolio Freehold Limited
Landlord's Address	116 Duke Street, Liverpool, L1 5JW
Landlord's Representative	Abode Property Management (NW) Ltd
Date of Application	8 July 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	£750.00 per calendar month
Date the new rent takes effect	15 September 2026

REASONS FOR THE DECISION

Background

1. The Landlord had sent two letters to the tenant proposing a new rent from 15 July 2026. Those letters were not in compliance with Section 13(2) of the Housing Act 1988. Subsequently on 13 July 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £750.00 per calendar month (pcm) in place of the existing rent specified in the notice to be £625.00 pcm, to take effect from 15 September 2026 ('the Notice').
2. On 13 July 2026, under Section 13(4)(a) of the Housing Act 1988, the Tribunal received an application from the Tenant for determination of a market rent.
3. The Tribunal makes this determination on the basis that both parties have accepted by their conduct in this claim that the Tribunal is to deal with the Tenant's application to determine the market rent following service of the Notice.
4. The tenancy commenced on 01 November 2022. The rental period is monthly.
5. The Tribunal has previously determined the market rent for the Property on 01 May 2025 under case reference MAN/00BS/MNR/2025/0612. That decision confirmed the market rent was £625 payable from 01 May 2025.

Allocation of Repairs between Landlord and Tenant.

6. As per section 11 of the Landlord and Tenant Act 1985.

Service Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

7. No service charges were identified as part of or separately from the rent.
8. The Tenant stated in the application form that the following furniture was provided by the Landlord:
 - (a) Bed
 - (b) Dining table and chairs; and
 - (c) Kitchen cutlery and utensils.

Liability for Council Tax

9. 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.

10. None

Hearing

11. 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

12. The Tenant requested an inspection. This was refused and the reasons for that set out in the Order dated 04 August 2026.
13. Property is situated in an extended end terrace house originally built around 1900 which has since been extended, partially rebuilt and converted into three residential units. The Property comprises a self-contained flat arranged over basement, ground and first floor levels as follows:

Ground floor - Hall, kitchen and lounge/dining

First floor - one bedroom and bathroom with full suite including shower

Basement – Cellar

Outside: use of communal garden.

The Property benefits from heating by gas central heating and double glazing.

The Property is located centrally on the main road running through the village. It sits roughly a 3 to 5-minute walk from the primary amenities, shops, and transport links of Romiley village centre.

Evidence

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

The Tenant

15. The Tenant contends that the Property suffers from significant disrepair, principally involving dampness and mould in the cellar, leaking pipework and radiators, deterioration of kitchen units, and damp staining to the living room ceiling. She says that these defects materially affect the Property's condition and justify a market rent of no more than £550 per month.
16. In terms of rental evidence, the Tenant failed to provide any comparables.

The Landlord

17. The Landlord disputes that the Property is in disrepair. The Landlord's case is that substantial works have been undertaken since December 2025, including installation of a new boiler, kitchen repairs, fire alarm replacement, resealing works to sanitary fittings and investigation of the cellar damp issue. The Landlord says the cellar water ingress was caused by a drainage blockage that has since been remedied and that only minor outstanding items remain, namely repairs to a leaking stop tap and radiator valve. The Landlord further relies on a June 2026 inspection report recording no maintenance issues and upon correspondence from Stockport Council's Environmental Health Officer indicating that no further works would be insisted upon beyond those minor repairs.
18. The Landlord relied principally upon evidence that two one-bedroom flats within the same building were being let at £700 pcm and contended that the subject Property was superior because it was arranged over three floors and included a cellar. The Landlord also produced a Rightmove comparable showing a one-bedroom flat on Stockport Road marketed at £795 pcm in March 2026 and a one-bedroom retirement apartment in Romiley advertised at £875 pcm. The landlord submitted that these comparables demonstrated that the subject Property's market rent exceeded £700 pcm and supported the proposed rent of £750 pcm contained in the section 13 notice.

Determination and Valuation

19. With the exception of the one-bedroom retirement apartment in Romiley, the Tribunal considers the comparables provided by the Landlord are relevant to this matter. The property in Romiley was located in an over 60's retirement complex and therefore is an outlier in terms of the evidence available to the Tribunal.
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 £750.00 pcm. This is the rent we 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 has carefully considered the parties' respective evidence concerning the condition of the Property. While the Tribunal notes that there have been historic issues relating to dampness in the cellar and that some minor repair matters remained outstanding at the date of the application, it is not satisfied on the evidence before it that the Property was in such a state of disrepair as to justify any reduction from the market rent otherwise attributable to the dwelling.
22. The Tribunal finds that the defects alleged by the Tenant were either remedied, limited in nature, or insufficiently serious to have a material effect on the rent which a willing tenant would pay on the open market. Accordingly, the Tribunal assesses the open market rent for the Property in its actual condition at the valuation date at £750 per calendar month and makes no deduction for disrepair or condition.

Open market rent	£750.00 pcm
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Determination	£750.00 pcm
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Undue hardship

23. 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.
24. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says that she is a single woman receiving universal credit and housing benefit and is reliant on a food bank. She states any further increase in rent will deepen her financial hardship.
25. In response to the Landlord's request that details of the Tenant's income and expenditure, together with evidence of any housing-related benefits, be provided, the Tenant maintained that she already struggled to meet her current rent and that the increase would create financial difficulty. The Landlord submitted that there was insufficient information before the Tribunal to assess hardship and questioned whether the Tenant had explored her entitlement to any additional financial support, including increased Universal Credit or Housing Benefit. The Landlord also noted that no evidence had been provided as to the Tenant's income, expenditure or overall financial circumstances.

26. The Tribunal has considered whether the increase in rent would cause undue hardship. However, no documentary evidence has been provided in support of the assertion that hardship would arise. In particular, the Tribunal has not been provided with details of the Tenant's income, outgoings, savings, liabilities, benefit entitlement or any other financial information from which her means and financial position could properly be assessed. Whilst the Tribunal accepts that any rent increase may place additional pressure on a Tenant's finances, hardship is not established merely by assertion. It is for the Tenant to provide sufficient evidence to satisfy the Tribunal that the statutory test is met.
27. In the absence of supporting financial evidence, the Tribunal is unable to conclude that the proposed rent would give rise to undue hardship. The Tribunal therefore finds that hardship has not been demonstrated and accordingly sets the starting date for the new rent as that set out in the notice being 15 September 2026.

Decision

28. The Tribunal determines the new rent amount at £750.00 per calendar month with effect from 15 September 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.