

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BL/MNR/2026/0276
Property	246 Oxford Grove Bolton BL1 4JH
Tenant	Mr Qasim Ali
Tenant's Representative	
Landlord	Rukshana Adam
Landlord's Address	418 Hulton Lane, Bolton, BL3 4LJ, United Kingdom
Landlord's Representative	Zutlaa Property Management
Date of Application	13 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Brown Mr H Thomas FRICS
Date of Decision	2 September 2026
Rent Determined	£750.00 per calendar month
Date of Valuation	2 September 2026
Date the new rent takes effect	15 May 2026

REASONS FOR THE DECISION

Background

1. On 13 April 2026, the Landlord served a notice under Section 13 (2) (as amended) 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 15 May 2026.
2. On 13 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 latest tenancy between the parties dated 8 November 2025 for a term of six months commenced on 15 November 2025 to 14 May 2026. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid due to the following reasons: *"1. The landlord is attempting to increase the rent again within approximately 52 weeks of the previous increase, which took effect on 15 November 2025. 2. The Section 13 notice was served during the fixed-term tenancy agreement running from 15 November 2025 to 15 May 2026. 3. The tenancy agreement did not contain a rent review clause permitting rent increases during the fixed term"*.
5. In response, the Landlord has not addressed the alleged invalidity of the Notice.
6. The Tribunal found by reference to the copy tenancy documents:
 - i) the parties had entered into a tenancy dated 15 November 2024 for a term of twelve months from that date, i.e. it expired on 14 November 2025;
 - ii) the parties subsequently entered into an agreement dated 8 November 2025 for a term of six months from 15 November 2025, i.e. it expired on 14 May 2026;
 - ii) the subsequent tenancy for a new tenancy;
 - iii) the Landlord's Notice proposed an increase to the rent effective from 15 May 2026.

7. Therefore, the tenancy at issue was a new agreement, commencing on 15 November 2025 and the landlord's Notice was effective for the period after the end of the second fixed term tenancy. The landlord is permitted to seek an increase in the rent for a new tenancy upon expiry of its fixed term. There is no mechanism in that tenancy agreement for increasing the rent, therefore the section 13 Notice process is appropriate.
8. In consequence, the Landlord's notice is valid as it purports to increase the rent after the term of the tenancy. The tenant informed the Tribunal by email that he vacated the property, ending his tenancy, on 15 July 2026. He asked the Tribunal to determine only the validity of the Notice, not the rent. However, the Tribunal's jurisdiction arises from the tenant's application for assessment of the market rent. Therefore, having determined that the Notice is valid the Tribunal must proceed to make a rent determination, as follows.

Allocation of Repairs between Landlord and Tenant.

9. 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.

10. N/A

Liability for Council Tax

11. 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.

12. N/A

Hearing

13. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise. The Tenant had previously requested a hearing but subsequently requested a decision on the papers, with which process the Landlord agreed.

The Property

14. The Property is an end-terraced house comprising 2 bedrooms.

Evidence

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

The Tenant

16. The Tenant made the following comments:
- a) The Tenant suggested the rent paid for a similar neighbouring property is £550 per month and that the current rent sum of £750.00pcm was excessive.
 - b) The Tenant presented evidence of asking rents for similar properties located in the vicinity of the subject property, ranging from £700.00pcm to £800.00pcm.
 - c) They set out *"The living room carpet is very old and was already in place before I moved in (September 2022). The carpet has not been replaced for many years and is now very dirty, stained, and worn out. Despite raising concerns, I was previously advised to clean it myself instead of it being replaced. The heating system is not working effectively. Radiator of main bedroom is old and other are not properly maintained and sometimes do not heat properly. There have been occasional boiler problems affecting heating and hot water."*
 - d) They represented *"Worn and unhygienic living room carpet (health concern) • Ongoing rodent infestation in kitchen • Faulty electrical sockets and unsafe appliance connections • Kitchen window and extractor fan not working • Gas hob ignition fault • Hot water and heating system unreliable • Washroom issues: continuous toilet flushing and weak hot water flow • Mould in multiple rooms • Insecure kitchen Back door lock And also, I have not received any electrical or gas safety certificates from the landlord."*

The Landlord

17. The Landlord stated that *"The landlord has always made it clear to the tenant that any maintenance issues or concerns relating to the property should be reported promptly. The tenant has been encouraged on multiple occasions to*

notify the landlord of any defects, repairs, or general issues so that they can be addressed in a timely manner. The landlord remains willing to deal with any legitimate maintenance matters as soon as they are brought to attention.”

18. The Landlord but suggested “...*the correct market rent is £850...*”. He produced comparable evidence of asking rents for similar houses near the subject property showing rents between £835.00pcm and £995.00pcm

Determination and Valuation

19. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord’s notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
20. The Tribunal found that the Property is situated in a residential location. By reference to photographic evidence provided by the tenant we found that there are problems with the electricity sockets in the kitchen, causing use of trailed extension leads. There is evidence of mould to walls, and poor carpets. While the tenant complained of pest infestation to the kitchen and faulty heating / hot water systems, the Tribunal had no corroborating evidence. Using its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £850.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.
21. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) Electrical socket problems
 - b) Mould to walls
 - c) Poor carpets

The full valuation is shown below:

Starting Rent	<u>£850.00.00</u> pcm
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Less

Items given under a), b) and c) above

£100.00

Open-Market Rent

£750.00pcm

There was no representation regarding hardship arising from the start date of the rent determined.

Decision

The Tribunal determines the new rent amount at £750.00 per calendar month with effect from 15 May 2026 which is the date in the Notice of Increase.

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 after 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.