

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BN/MNR/2026/0166
Property	Flat 18 Surrey Lodge, 2-4 Birch Lane, Manchester, Greater Manchester, M13 0NN
Tenant	Danial Khan
Tenant's Representative	n/a
Landlord	Andrew Crook
Landlord's Address	c/o 834 Stockport Road, Manchester, M19 3AW
Landlord's Representative	Peter Anthony Estates Ltd
Date of Application	27 December 2025. Updated with the Tribunal's permission on 5 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Steer & Mr J Faulkner FRICS
Date of Decision	07 September 2026
Rent Determined	£750 per calendar month
Date the new rent takes effect	28 December 2025

REASONS FOR THE DECISION

Background

1. On 14 October 2025, 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 28 December 2025 (“Notice”).
2. On 27 December 2025, 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 an open-market rent.
3. On 28 April 2026, the Tribunal directed the Tenant to provide i) a fully completed Rents 1 application form completing all sections and providing any documents in support of the application; and ii) authority from the joint tenant that the Tenant can act on his behalf in this matter. These documents were received by the Tribunal on 05 May 2026 (“Application”).
4. The assured tenancy commenced on 28 February 2024 for a fixed term of 12 months and thereafter became a statutory periodic tenancy. The rental period is monthly.

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

5. In their Application, the Tenant has indicated that they are “*unsure whether the notice complies with legal requirements and requests confirmation of its validity.*” The Landlord did not respond to the Application and has not made any submissions regarding the validity of the Notice.
6. On 14 July 2026, the Tribunal indicated that it was minded to strike out the Application for lack of jurisdiction and invited the parties to make representations to the Tribunal within 7 days. The Tribunal notes that no such representations were received by either party. The basis of the proposal to strike out the Application was because the tenancy agreement between the parties was an assured tenancy which contained what appeared to be a binding rent review clause at clause 13.
7. However, upon a review by the Tribunal, we have formed the view that the rent review clause at clause 13 of the tenancy agreement does not bind the Tenant. When the fixed term of the tenancy agreement came to an end on 27 February 2025, a statutory periodic tenancy came into being on the same terms as the original tenancy agreement. In the case of *London District Properties Management Limited -v- Goolamy* [2009] EWHC 1367, it was held that a rent

review clause in an original tenancy agreement purporting to govern the position once it is superseded by a statutory periodic tenancy is of no effect. It follows that clause 13 is not binding on the Tenant, the mechanism to increase the rent in section 13 of the Housing Act 1988 do apply to this case and the Tribunal does have jurisdiction.

8. Accordingly, the proposal to strike out the Application is hereby rescinded and the Tribunal has proceeded to determine the market rent for the Property as detailed below.

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. There are no service charges payable in respect of the Property which was let to the Tenant on an unfurnished basis.

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. None.

Hearing

13. The Tenant did not request a property inspection or an oral hearing. The Landlord did not respond to the Application and has provided no evidence to the Tribunal. 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

14. The Property is a ground floor flat in a purpose-built 2 storey block constructed in the 1960's, The accommodation comprises one bedroom, a counter kitchen within the living room and a bathroom. The Property benefits from a car parking space.

Evidence

The Tenant

15. In the Application, the Tenant confirmed that the Property is in a very poor condition, that works to the Property had been agreed but had not been carried out, that some of the kitchen cabinets were broken and that the curtain rods were falling down and that a bulb holder was not working in the living room. Further, the Tenant confirmed that the hob was in a poor condition but had recently been replaced, that there was an issue with the bathroom ceiling which was repaired but never painted and that the lock on the main door was also not working properly.
16. The Tenant did not provide specific comparable rental evidence but did confirm in the Application that:
 - a) A neighbour living in a similar flat in the same building on a different floor told the Tenant he is paying £710 pcm; and
 - b) Another 1 bedroom flat on Birch Lane is rented for £650 pcm.

The Landlord

17. The Landlord did not return the Tribunal's Reply Form or provide any evidence to the Tribunal to support the proposed rent increase.

Determination and Valuation

18. 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.
19. Relying on its own expertise and general knowledge of rental values in the area, and the evidence provided by the Tenant, 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. Whilst the Tribunal considered the Tenant's evidence detailed at paragraph 16 above, we did not attribute significant weight to this evidence given that it was lacking in detail and appeared to be hearsay in nature. A rent of

£750 pcm is the rent we would expect the property to let for in the open market in good condition at the valuation date.

20. The Tenant referred to the Property being in a poor condition (as detailed at paragraph 15 above), and the Tribunal considered these allegations and the photographs provided by the Tenant in the context of making adjustments to the market rent. It was noted by the Tribunal that the items referred to by the Tenant are non-structural items, they do not refer to damp related issues at the Property and many of the issues are cosmetic in nature and/or have been resolved by the Landlord. The Tribunal therefore did not consider it necessary to make any adjustments to the level of rent.

Undue hardship

21. 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.
22. The Tenant has asked the Tribunal to fix a later starting date in this case. However, given that the Tribunal has determined that the market rent for the Property remains at £750 pcm and has not increased, the Tribunal do not consider it necessary to consider this issue further.

Decision

23. Therefore, the Tribunal determines the market rent at £750 pcm with effect from 28 December 2025.

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.