

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BM/MRA/2026/0049
Property	44 Lever Street, Radcliffe, Manchester M26 4PA
Tenant	Rebecca Waters
Tenant's Representative	
Landlord	Bracken Property Company Ltd
Landlord's Address	Sterling House, Waterfold Business Park, Bury, BL9 7BR
Landlord's Representative	Sterling Property Co Limited
Date of Application	13 July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Angela Davies Tribunal Member Huw Thomas FRICS
Date of Decision	7 September 2026
Rent Determined	£925 per calendar month
Date the new rent takes effect	15 October 2026

REASONS FOR THE DECISION

Background

1. On 9 July 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £925 per calendar month (pcm) in place of the existing rent of £895 pcm to take effect from 15 September 2026.
2. On or about 13 July 2026, under Section 13(4)(a) of the Housing Act 1988 and after service of the amended notice, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 15 October 2024 for a term of 12 months. The rental period is a calendar month.

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, curtains and white goods specified below) and the costs relating to the same.

5. None

Liability for Council Tax

6. The Tenants are 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

Inspection/Hearing

8. 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

9. The Tribunal was not asked to inspect the property and did not consider it necessary to do so in order to determine the market rent.
10. The Property is a two bedroomed mid-terraced house with uPVC double glazing and gas central heating. The kitchen and bathroom were modernised and in good condition at the outset of the tenancy. The bathroom is narrow, with an over-bath shower. Floor coverings and a cooker were provided by the Landlord.
11. Externally, there is an enclosed rear yard with a gate.

Evidence

12. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

13. The Tenant made the following comments:

The double glazing is 25 years old, and there is condensation on all the windows. Leaking gutters have caused walls to be damp.

The Tenant did not provide rental comparables but says that in her view the market rent for the Property should be £850 pcm. Issues relating to her health are noted but do not affect the market rent of the Property.

The Landlord

14. The Landlord refers to a recent addition to the damp proof course in the Property and points out that the proposed rent represents an increase of £30 in 24 months.

The Landlord provided a link to RightMove, which was not accessible to the Tribunal. The Landlord says that the average rents for properties of a similar size and condition is £943.

Determination and Valuation

15. 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 rental of the subject Property modernised and in tenantable repair would be in the region of £925 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.

16. From this level of rent, the Tribunal has not found any evidence supporting a reduction for disrepair.

Market rent **£925 pcm**

Rent payable **£925 pcm**

Undue hardship

12. The new rent takes effect from the beginning of the next rent period after the date of the Tribunal's 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 2 months after the Tribunal makes its determination.
17. The Tenant has asked the Tribunal to fix a later starting date because she is in receipt of benefits due to poor health. She provided a schedule of income and outgoings indicating that her unused income, after allowing £250 per month for food/toiletries, cleaning and clothing, is around £50 per month.
18. The Tenant did not produce documentary evidence of the universal credit, ESA and PIP that she receives and the Landlord says that on taking the tenancy she advised that her benefits were higher, enabling her to afford the rent.
19. The Tribunal finds the Tenant's income is as stated. To take account of her financial difficulties the starting date for the new rent is fixed at the second anniversary of her tenancy, 15 October 2026.

Decision

20. Therefore, the Tribunal determines the market rent at £925 .00 per calendar month with effect from 15 October 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 (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.