

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BL/MNR/2026/0192
Property	19 Constance Road, Bolton, Lancashire, BL3 4DH
Tenant	Kamran Munir Begum and Samia Kamran
Tenant's Representative	None
Landlord	Rafik Daud Karim
Landlord's Address	237 St Helens Road 4 Bolton BL3 3PY
Landlord's Representative	None
Date of Application	27 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge S Wickham Tribunal Member Mr H Thomas FRICS
Date of Decision	3 September 2026
Rent Determined	£855.00 per calendar month
Date the new rent takes effect	3 September 2026

REASONS FOR THE DECISION

Background

1. On 4 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £900.00 per calendar month (pcm) in place of the existing rent, which the Landlord asserts is £600 and the Tenant asserts is £450 pcm, to take effect from 2 May 2026 (the 'Valuation Date').
2. On 27 March 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 assured tenancy commenced on 2 February 2017. 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, curtains and white goods specified below) and the costs relating to the same.

5. None.

Liability for Council Tax

6. 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.

7. None.

Inspection/Hearing

8. A hearing was held by video platform on 3 September 2026. The Tenant was assisted by Dr Khan, who acted as an interpreter. The Landlord represented himself. The Tribunal has considered this case on the basis of the oral hearing,

the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a mid-terrace house offering the following accommodation:

Property: Living room, dining room, kitchen, bathroom and three bedrooms.

Outside: No detailed description of any external areas is provided in the bundle.

The Property benefits from central heating, double glazing and carpets.

The Property is situated in a residential area of Bolton, Lancashire.

Evidence

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

The Tenant.

11. The Tenant made the following comments:

- a) The Tenant challenged the validity of the Landlord's notice, in its application, on the basis the increase was a 100% increase in what he was currently paying, being £450 pcm.
- b) Damp and mould issues had been present at the Property and there had been broken bathroom floor tiles. The Tenant also asserted that there were broken internal doors which did not close properly. In his oral evidence, the Tenant confirmed that these issues had been remedied approximately one month ago, together with repainting works and repairs to a leak. The Tenant confirmed there was no existing repair issues.
- c) The Tenant's main challenge to the increase in rent was that he could not afford it. He explained that his wife was unwell and that he had caring responsibilities for his children.
- d) In his written evidence, the Tenant referred to improvements made to the Property after he moved in, including repairing the back door, repairing six electrical switches, repairing three roof lights and generally refurbishing the house at his own expense. The evidence referred to

those repairs being carried out before 2023, when the Landlord sought to increase the rent to £650 pcm and the Tenant challenged the increase by writing to the managing agent.

12. In terms of rental evidence, the Tenant asserted that the market rent should be around £700-£800 pcm for a property within the same locality, whilst acknowledging that if the Property were in very good condition, it may command a somewhat higher rent. The Tenant did not substantiate this assertion with any supporting evidence.

The Landlord

13. The Landlord made the following comments:
 - a) £900 was a fair and reasonable market rent.
 - b) Some hazards at the Property had been identified by the Council, but the Landlord confirmed that the roofing works had since been completed and that the Property had been repainted, consistent with the Tenant's evidence that repair works had been undertaken in recent months.
14. In terms of rental evidence, the Landlord explained that the figure of £900 pcm had been provided by his managing agent. The Landlord did not refer the Tribunal to any specific comparable properties, but relied upon a Google search extract contained within his written evidence which indicated an average rental value in the locality of between £900 and £1,000 pcm.

Determination and Valuation

15. The Tribunal considered the rental evidence provided by both parties. The Tribunal found that evidence to be of limited assistance, but considered it of some value when viewed alongside its own knowledge and experience of rental values within the locality.
16. Relying on its own expertise and general knowledge of rental values in the area, together with the rental evidence provided by the parties, the Tribunal considers that the market rent of the Property, assuming it was in a good state of repair and condition, would be in the order of £900.00 pcm. This is the rent the Tribunal considers the Property might reasonably be expected to achieve on the open market at the Valuation Date, assuming the provision of the white goods and curtains included within the tenancy.

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

- a) The condition of the Property at the Valuation Date, including damp and mould issues and broken bathroom floor tiles, which both parties accepted, in their oral evidence, were present at that time but have since been remedied. The Tribunal considers that these matters justified a reduction from the rent that would otherwise have been payable had the Property been in good repair and condition.

The full valuation is shown below:

Starting Rent		<u>£900.00</u>	pcm
<u>Less</u>			
a) Items given under b) above	£45.00	<u>£45.00.</u>	pcm
Market rent		£855.00	pcm

Undue hardship

18. 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 on which the Tribunal makes its determination.
19. The Tenant has asked the Tribunal to fix a later starting date in this case. He says that he would otherwise suffer undue hardship because he is currently paying £450 pcm and the proposed rent would represent a significant increase. The Tenant stated that his wife is unable to work because of health issues and that, as a consequence of his caring responsibilities for her and their five children, he has been required to reduce his own working hours. He also confirmed that the family is in receipt of benefits.
20. The Tenant's evidence as to hardship was supported to a limited extent by the County Court defence form contained within the bundle. In that document the Tenant described himself as a private hire driver, recorded earned income of approximately £1,250 per month, benefits and allowances of approximately £1,958 per month, and confirmed that he and his wife were responsible for five dependent children. However, no contemporaneous documentary evidence, such as wage slips, benefit statements or bank statements, was provided to the Tribunal.

21. The Landlord did not respond to the Tenant's application for postponement due to hardship and did not challenge the Tenant's oral evidence on this issue.
22. As a result of the Tribunal's decision, the rent will increase significantly. The Tribunal makes no determination as to the rent payable before the date of this determination, as that issue does not form part of the present application. The Tribunal notes that, in general, where a valid section 13 notice is served and not referred to the Tribunal, the rent proposed in that notice takes effect. However, the Tribunal makes no determination as to the validity or effect of any notice served in 2023.
23. The date specified in the Landlord's notice was 2 May 2026. On the basis of the oral evidence provided by the Tenant, and having regard to the extent of the increase in rent, the Tribunal is satisfied that the new rent taking effect on that date would cause undue hardship. The Tribunal therefore exercises its discretion and directs that the new rent shall take effect from 3 September 2026.

Decision

1. The Tribunal determines the market rent at £855.00 per calendar month with effect from 3 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 (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.