

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BT/MNR/2026/0094
Property	Room 2, 23 Stockport Road, Ashton-under-Lyne OL7 0LA
Tenant	Dave Baker
Tenant's Representative	
Landlord	Radnor Investments Limited
Landlord's Address	23 Argyle Street, Liverpool L1 5BL
Landlord's Representative	Martin & Co, Rochdale
Date of Application	10 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge A Davies Tribunal Member A Hossain MRICS
Date of Decision	15 September 2026
Rent Determined	£700 per calendar month
Date the new rent takes effect	8 March 2026

REASONS FOR THE DECISION

Background

1. On 12 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £725 per calendar month (pcm) in place of the existing rent of £675 pcm to take effect from 8 March 2026.
2. On 10 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 8 March 2025. 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. The Landlord provides cleaning of the common parts of the house twice a month together with water, gas, electricity and broadband.

Liability for Council Tax

6. The Landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is inclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

7. The rent includes all services and TV licence.

Inspection and hearing

8. A hearing was requested, and this took place as a re-hearing. The Tenant also requested an inspection, which was agreed by the Tribunal. The Tribunal attended at the address but the Tenant was unable to be present to show them the Property or the interior common parts of the building. However during the hearing with the consent of both parties the Tenant walked the Tribunal round

the common parts of the building and showed the Property, via the camera on his laptop. The online hearing was attended by the Tenant and by Mr McEneaney, agent for the Landlord.

9. The rent was determined on the basis of representations at the hearing, the Tribunal's inspection of the property via the Tenant's laptop, and the papers supplied by the parties, the written evidence being limited to that contained in the Tenant's application (Rents 1), the Landlord's Reply (Rents 1A dated 17 March 2026), and the Tenant's response to the Reply (Rents 1B dated 6 April 2026).

The Property

10. The Property is a ground floor room in a shared building. The Property consists of a room with ensuite bathroom. There is a shared living room/kitchen and a laundry room in the building as well as some shared bathroom facilities used by occupants whose rooms are not ensuite.
11. A bed, wardrobe and bedside cabinet were provided in the Property by the Landlord.
12. Externally, there is a shared garden and yard. There is limited parking in the yard but on-street parking is available.

Evidence

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

The Tenant.

14. The Tenant made the following comments:

The rent should be £650 to £700 pcm. Similar rooms in the building are rented for £650 pcm and rooms in the building have been marketed recently at that price.

There are numerous issues regarding the building, which are not being dealt with promptly. The Landlord's agent attends the building without giving 24 hours' prior notice. The laundry room flooring was removed and has not been replaced. The occupants are not updated or informed about changes in the building, such as installation of the fridge or new tenants moving in.

At the time the application was made the Tenants said that the cleaners did not attend regularly every fortnight but at the hearing he acknowledged that the situation had improved.

There are up to 12 residents in the building. The Tenant says that there is insufficient cupboard space in the kitchen. The cupboard under the stairs has the electrical box in it but is cluttered and hard to access.

Communal sinks and shower frequently block.

A chair in the living room has not been replaced.

The Tenant supplied a number of examples of the asking rents (inclusive of services) of comparable properties across the Tameside area ranging from £575 to £695 for higher quality apartments. These were carefully noted but in general considered too distant from the Property to be relied upon. In view of the availability of comparables within the same building, the Tribunal placed most reliance on these as the best rental evidence.

The Landlord

15. The Landlord says –

The shared living room and kitchen are much larger than in the comparable properties the Tenant has provided. TV Licence is included in the rent as well as other Landlord obligations. The Tenant has the use of an additional room as a study or walk-in wardrobe. There is also a communal toilet and sink adjacent to the Property.

The Property was let fully furnished. There is a shared utility room with new tumble dryer. The fridge in the communal kitchen on the first floor is new. The storage space in the kitchen and all other facilities comply with the Management Regulations for HMOs. The laundry room floor was damaged and removed – the existing floor is suitable.

We believe that £725 is the correct rent but would be prepared to agree £700 pcm. We would have been willing to try to deal with this without Tribunal involvement. We set the rent at the best price and if the room has not been taken within 2 weeks we go back to the relevant landlord who is often prepared to reduce the asking rent in order to obtain occupancy.

Determination and Valuation

16. Relying on its own expert, general knowledge of rental values in the area, its observations on inspection via video and the comparable rents achieved for various rooms in the building as provided by the Tenant and the Landlord, the

Tribunal considers that the market rental of the subject Property with the shared facilities as existing in the building would be in the region of £700 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 including the shared facilities provided by the landlord.

17. From this level of rent, the Tribunal did not consider that it was necessary to make any adjustments. The common areas in the building were found to be in good condition and there was nothing relating to the Property, the building or the exterior which would impact on the market rent.

Market rent	£700 pcm
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Rent payable	£700 pcm
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Undue hardship

12. The new rent takes effect on the date stated in the Landlord's notice, 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.
18. The Tenant has asked the Tribunal to set a later start date because he is currently unemployed and looking for work. The Tribunal did not see any schedule of income or outgoings and does not have sufficient evidence to determine financial hardship or to set a later start date for the new rent.

Decision

Therefore, the Tribunal determines the market rent at £700 per calendar month with effect from 8 March 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.