

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BQ/MNR/2026/0096
Property	24 Casson Gate, Rochdale OL12 0QA
Tenant	Iram Sajjad
Tenant's Representative	
Landlord	Safina Bi
Landlord's Address	8 Littledale Street, Rochdale OL12 6SZ
Landlord's Representative	Keystone Properties Limited
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	£850 per calendar month
Date the new rent takes effect	6 March 2026

REASONS FOR THE DECISION

Background

1. On 5 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £850 per calendar month (pcm) in place of the existing rent of £600 pcm to take effect from 6 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 in 2018. 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. The Tribunal was not supplied with a copy of the original tenancy agreement but had a copy of a replacement agreement dated 2025. There were no terms relevant to the level of rent.

Inspection and hearing

8. The parties requested an inspection, which was agreed by the Tribunal. Neither party requested a hearing and the rent was determined on the basis of inspection and the papers.

9. The Tribunal inspected the Property in the presence of the Tenant and her husband. The Landlord was unable to attend.

The Property

10. The Property is an unfurnished three bedroomed mid-terraced house, the third bedroom being small. There is a rear porch containing washing machine and tumble dryer. The Property has uPVC double glazing and central heating.
11. Carpets and floor coverings were provided by the Landlord but the Tenant has replaced or covered the hard flooring with a laminate product. The Landlord provided a cooker but no white goods.
12. Externally, the Landlord permits the garage to be used for storage only because it is in poor repair. There is a rear yard with a gate to a rear accessway.

Evidence

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

The Tenant.

14. The Tenant made the following comments:

There have been unidentified water leaks which cause the outstanding water bills to be £4,000 – consumption is recorded at 1190 litres of water per day. This debt will be cancelled once the source of the leak is found. The living room and kitchen ceilings have been affected by water staining and are not properly redecorated.

The boiler has been recorded by a heating engineer as unfit to use but the Tenant has to use it for heating and hot water with 2 young children in the house. Electricity to the boiler frequently trips, cutting off the heating and hot water. Requests for repairs have twice resulted in section 21 notices to quit being served on the Tenant.

An improvement notice was issued but not all repairs were carried out. Repairs have caused marks on the living room and kitchen ceilings which have not been redecorated.

The Tenant has carried out repairs: lamination of the floors in the kitchen, rear porch, landing and bathroom. She has wallpapered over areas that she says were stained by damp and mould following the leaks.

The sink blockages were not satisfactorily resolved and the sink now blocks again. There is a missing panel on the fence in the yard.

The Tenant considers that the rent should be £750 and agrees that three bedroomed properties locally are let for £900 in good condition. She denies that £900 per month rent support is available and says that the Council has told her they can contribute up to £695.

The Landlord

15. The Landlord says –

All required work was carried out following receipt of the improvement notice, which was withdrawn in October 2025. The Landlord denies that section 21 notices relate to the Tenant's reports of disrepair.

The kitchen ceiling was re-boarded following a leak from the toilet above. The Landlord was not aware until recently that redecoration had not taken place.

In 2018 before the start of the tenancy a new kitchen was fitted, the Property was redecorated and a new boiler had recently been installed. In 2024 the Landlord was served with a notice to deal with a continuously running water meter and other issues including full assessment of the heating system. A plumber/Gas Safe registered engineer carried out repair after identifying all leaks. Further investigations and checks have continued but no source of continuing water leaks has been found. The Landlord has told the Tenant that she is willing to replace the water meter. Meanwhile United Utilities have capped the Tenant's billing.

The boiler has been serviced by British Gas which provided a safety certificate on 16 March 2026 and reported that the boiler is in good working condition.

6 Double glazed windows were replaced with energy efficient glass in 2023.

The Tenant is permitted to use the garage for storage entirely at their own risk as it is in poor repair.

During the tenancy the Landlord has replaced the flooring in two bedrooms. There are no damp stains and there is no damp at the Property. There was a leak affecting the living room ceiling from the radiator above. This was replastered and repainted.

£850 is below the market rate for a 3 bedroomed property in Rochdale. The rents for similar properties according to the Landlord's letting agents are - 2 Casson Gate is let for £900 pcm. 26 Casson Gate is let for £950 pcm. 2 Quarry Street is let for £900 pcm.

Other comparables in OL12 are (asking prices) -

Wycherly Road, 2 x 3 bedroomed semi detached houses, asking price for each is £900pcm

Mountain Ash, Rochdale, 3 bedroomed terraced house £950 pcm

Mount Street, Rochdale, 3 bed terraced house £950

Ernest Terrace, Rochdale, 3 bed end terraced house £925 pcm

Also the following asking price -

Sudley Road OL11, 3 bedroomed semi detached in cul-de-sac £1150 pcm.

£750 would only secure a one bedroomed property in the area -

Rach Valley Way OL11, 1 bedroomed terraced property with shared yard, £750

Regarding the financial hardship claim, if the Tenant is in receipt of PIP housing benefit should be available, the figure should be £900 per month but it may be means tested.

Determination and Valuation

16. The Tribunal tested areas of the Property for damp and found no continuing damp problems. There is some wearing of the silicone sealant round the bath which may cause water to escape. Outstanding decoration of the ceilings is not significant in terms of rent payable.
17. Some of the examples of properties available for rent at £750 pcm were not visible to the Tribunal, which has recorded the evidence of comparables as above. Relying on its own expert, general knowledge of rental values in the area, its observations on inspection, and the comparables provided by the Tenant and the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in tenantable repair would be in the region of £900 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 having white goods, floor coverings and curtains provided by the landlord.
18. From this level of rent, the Tribunal makes an adjustment for the condition of the garage, the sealant round the bath and the lack of white goods.

Market rent	£900 pcm
Less :	£50.00
Rent payable	£850 pcm

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.
19. The Tenant has asked the Tribunal to set a later start date because she is currently subject to a Debt Relief Order dated February 2026. She is disabled and in receipt of PIP. She is married with two children aged 11 and 8, but has not provided evidence or a schedule of the family's income and outgoings.
20. The Tribunal understands the Tenant's husband to be working. In the absence of evidence of hardship, the start date of the new rent is to be as stated in the Landlord's notice.

Decision

Therefore, the Tribunal determines the market rent at £850 per calendar month with effect from 6 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.