

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BT/MNR/2026/0212
Property	123 Trafalgar Street, Ashton-under-Lyne OL7 0HN
Tenant	Candice Davis
Tenant's Representative	
Landlord	Alan and Anne Fowell
Landlord's Address	c/o 5 Fletcher Street, Ashton-under-Lyne OL6 6BY
Landlord's Representative	Reeds Rains
Date of Application	15 April 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	27 April 2026

REASONS FOR THE DECISION

Background

1. On 26 March 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £900 per calendar month (pcm) in place of the existing rent of £850 pcm to take effect from 27 April 2026.
2. On 15 April 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 October 2022. 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 tenancy agreement.

Inspection/Hearing

8. The parties requested an inspection and hearing, which was agreed by the Tribunal.
9. The Tribunal inspected the Property in the presence of the Tenant and Mr Crosby who is registered with the Landlord as a "committed occupier". A hearing was

held by video link later the same day. Ms Stafford of the Landlord's letting agents attended the hearing, as did the Tenant and Mr Crosby.

The Property

10. The Property is an unfurnished two bedroomed terraced house with uPVC double glazing and central heating.
11. A cooker was provided by the Landlord.
12. Externally, there is a rear yard. The wall, fencing and gate are in poor condition.

Evidence

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

The Tenant.

14. The Tenant made the following comments:

The bathroom extractor fan did not work since the start of the tenancy until it was repaired recently. Since 2024 there has been significant damp and mould in the bedroom and bathroom. Nothing can be left against the front bedroom wall because mould affects it.

Some roof tiles were replaced after a hole was found, which was contributing to damp in the property. The roofer is reported to have told the agents that the roof needs replacing – meanwhile the mould keeps recurring. The Tenant has no access to the roofspace.

Some walls seem to be bowing and cracking.

The Property is very difficult to keep warm and dry and there seems to be heat loss through cracks, poor insulation, via the roof and window frames. The Tenant cannot afford to keep the heating on all the time in winter.

Several skirting boards are loose, missing or rotting. There is a recurring slug infestation.

There is an unstable wall in the garden and it may collapse – the Tenant has been advised not to go near it, so use of the yard is restricted. This has not been addressed by the Landlord since it was reported in 2024 and it has got worse.

All issues have been reported repeatedly and have not been effectively addressed.

The Landlord's comparables are for well-presented or renovated properties.

A fair rent for this property would be £850 pcm.

The Landlord

15. The Landlord says –

The Landlord is aware of maintenance issues and repairs which have not already been carried out are in hand. The Housing Standards Officer has been in touch and has left the Landlord to deal with these issues.

We consider the proposed rent to be fair. The following asking rents apply to 2 bedroomed terraced houses as at 5 May 2026 as follows:

Pelham Street, OL7, £1100 pcm, on the market 8 days

Kelvin Street, OL7, £1100 pcm, on the market since 16 March

Nile Street, OL7, with garden £1095 pcm, marketed since 29 April

Earle Street, with garden and parking, utility room, £1095 marketed from 24 March

Portland Street North, rear yard, £950 pcm on market 25 days

Mowbray Street £900pcm, on market 26 days

Trafalgar Street, £900pcm, on market 62 days

Pelham Street, £900 pcm, on market 36 days

Uxbridge Street, £900 pcm, on market 34 days

Trafalgar Street, £895 pcm, on market 6 days

Trafalgar Street, with garden £850, on market 150 days.

16. In view of the number of nearby comparables, the Tribunal has not included properties in Dukinfield, also supplied by the Landlord.

Determination and Valuation

17. The Tribunal met a different letting agent in the street: she was showing prospective tenants round 152 Trafalgar Street which she said has an asking rent of £850. This information was shared with the parties during the hearing.

18. Relying on its own expert, general knowledge of rental values in the area, its observations on inspection, and the comparables provided by the Tenants 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 £850 pcm. The static nature of the rental market in the immediate area is indicated by the asking rent for 152 Trafalgar Street. £850 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 with floor coverings and curtains provided by the landlord.

19. The Tribunal did not find the Property to have continuing defects which are significant for the level of market rent and therefore made no adjustments.

Market rent £850 pcm

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.
20. The Tenant has asked the Tribunal to start the new rent from the date of their decision because of financial hardship caused by high heating bills and having had to replace belongings affected by mould. The Tenant did not supply any details of income and outgoings.
21. The Tribunal did not increase the rent and therefore made no alteration to the start date.

Decision

Therefore, the Tribunal determines the market rent at £850 per calendar month with effect from 27 April 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.