

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BR/MNR/2026/0207
Property	10 Norfolk Street, Salford, Greater Manchester, M6 6DP
Tenant	Ms. Candida Varela
Tenant's Representative	N/A
Landlord	The Urban Space
Landlord's Address	Unit 2, Agecroft Enterprise Park, Shearer Way, Swinton, Manchester, M27 8WA
Landlord's Representative	Manchester Homesphere
Date of Application	22 nd April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Hefin Lewis FRICS – Valuer Chair Kenny IP – Tribunal Member
Date of Decision	24 th September 2026
Rent Determined	£900.00 per calendar month
Date the new rent takes effect	27 th April 2026

REASONS FOR THE DECISION

Background

1. On 17th March 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200 per calendar month (pcm) in place of the existing rent of £725 pcm to take effect from 27th April 2026.
2. On 22nd 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 on 28th September 2021 for a term of 6 months. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. The tenant raised the issue of validity *"Because they want to increase the income from £725 to £1200. And I think that's a significant increase of £500."* However, the tenant has misunderstood the meaning of 'validity' of the notice. Validity is concerned with the accuracy of the notice and that it is properly served in accordance with current legislation. It does not relate to condition or rent assessment issues.
5. The Tribunal finds that the notice dated 17th March 2026 is properly made and served and contains all the required information. Accordingly, the application that the notice is invalid is dismissed.

Allocation of Repairs between Landlord and Tenant.

6. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

7. £0

Liability for Council Tax

8. 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.

9. None

Inspection/Hearing

10. In addition to evidence presented, the applicant also requested an inspection be carried out by the Tribunal panel and that the decision to be made at an 'in person' hearing so that the panel *"can check what really needs fixing and the condition of the house itself."*
11. The Landlord did not consider an inspection or hearing to be necessary although agreed to attend a hearing if required to do so.
12. The Tribunal legal officer panel considered the application and submissions which includes photographic evidence and had regard to the overriding objective in Rule 3 of Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 which is to deal with cases fairly, justly and proportionately.
13. Having regard to all matters, the Tribunal does not consider it is proportionate to hold an inspection and declines to do so. Accordingly, no inspection was carried out.
14. The Applicant requested a hearing as she is entitled to do under Rule 31 of the Tribunal Rules. Accordingly, a hearing was undertaken remotely with both the applicant tenant and Landlords agent present.

The Property

15. The Tribunal relies on the images and description provided by the parties. It is understood that the subject property is a traditionally built mid terraced house with accommodation arranged over two floors and briefly comprising:

Ground Floor: hall. Living room with open plan dining area, kitchen.

First Floor: Landing, two bedrooms, bathroom with w/c.

Outside: enclosed rear yard.

The Property is situated in an established residential area within reasonable distance of general amenities and transport links.

Evidence

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

The Tenant.

17. The Tenant raised a number of condition issues at the property. She states *"the house as a huge problem. Problems with dampness, problems with rats that I've always had to deal with myself because I called them and they said they couldn't do anything and I had to pay the council to come and put out poison. And other maintenance problems that they never did. And the house is old and I've always done everything to ensure my comfort and my daughter's.*

The house is old and they never do repairs, and I'm still having problems with rats that have dug holes under the stairs and get into the house. I have a daughter and always done everything to ensure my comfort this situation is not good because of the risk of illness. Only the shower stall in the bathroom was repaired, and since then they haven't done any more work or repairs, no matter how many times I ask."

By way of further submission on the A1 form the applicant concludes that "I find the requested increase excessive, especially considering the state of the house itself. I cannot afford the monthly amount of £1200, as I am the sole breadwinner and my daughter is a minor. I strongly urge you to review this situation, please."

18. In terms of rental evidence, the Tenant did not provide any comparable evidence in support of her application. She did however provide photographic evidence of the condition issues raised.

The Landlord

19. The Landlord's agent responded to the condition issues raised by stating *"Past concerns were reported on 25/01/2025 and Landlord requested pest control attendance. No confirmation of findings made. The matter was raised again on 10/07/2025 with the suggestion that the rats were entering from the adjoining property. Following pest control arranged by the tenant on 02/10/2025, the Landlord instructed to seal all entry points and this was completed with no further reported instances until now. Regarding damp, mold and toilet ventilation, the Landlord knows about it through the Tribunal. The Landlord has since contacted the tenant and is progressing the necessary inspections and maintenance works."*
20. In support of the proposed rental increase, the landlord's agent provided four comparable properties. These are summarised as:

Property	Type	Rent Advertised	
Keswick Grove, Salford M6	Mid Terraced 2 bedroom house	£1250	
Duehg Street. Salford MB	Mid Terraced 2 bedroom house	£1195	
From Street. Salford MS	Mid Terraced 2 bedroom house	£1200	
Ventnor Street, Salford M6	Mid Terraced 2 bedroom house	£1200	Reduced

The Hearing

21. The hearing was conducted remotely using the CVP platform.
22. At the hearing, the Applicant represented herself. The Respondent (also the Landlord) was represented by Mr. Sandeep Gill of Manchester Homesphere.
23. The tenant wished to rely upon her written submissions but identified the main issues as being rat infestation, mould to walls and ceilings, leak to kitchen ceiling, defective shower and damaged bathroom window.
24. She alleges lack of attendance or ineffective repairs by the Landlord and that she was told that the rat infestation was her problem to resolve. The tenant explained how she contacted the council to investigate and that they subsequently attended and put down poison. The mould to walls and ceilings was treated periodically but always returned. The damage to the window and extractor unit was caused by a repair contractor.
25. When questioned, she was asked whether the rat infestation persists after attendance by the Council's pest control department. She confirmed that rats have been seen since May 2026.
26. When asked whether she had approached the Council for an 'improvement notice' she answered no but also admitted that she did not understand the procedure or relevance.
27. The Respondent in his submission advised the Tribunal that there was an 'app' available on the Management company web site to record 'tenant' issues and that, apart from the rat infestation and mould issues', none of the other repair issues identified were recorded.
28. The Respondent conceded that he did not have the full history of the management of the property but that he would investigate. After checking his file

history, he confirmed that the property was inspected by his maintenance team on 16th October 2025 and that holes were sealed.

29. Mr. Gill stressed that he took all complaint issues very seriously as a responsible Landlord and Manager. He was keen to resolve any outstanding issue and confirmed that he would be contacting the tenant after the hearing to arrange repairs.
30. Mr. Gill also confirmed that he was very reluctant to increase the rent but that financial pressures meant that he had no option but to do so. He confirmed that the existing rent did not cover current mortgage payments.
31. As to the comparable evidence submitted, Mr. Gill referred to four properties by way of justification and that he had other properties in his portfolio that would substantiate the requested rent increase.

Determination and Valuation

32. The Tribunal has considered this case based on the papers provided by the parties, submissions given at the hearing and using its own knowledge and specialist expertise.
33. The Tribunal first considered the condition issues raised by the tenant. These were confirmed at the hearing and highlighted in the statement of case and evidenced with photographs.
34. The Tribunal finds that there is sufficient evidence to indicate that there was a significant vermin problem at the property. It is not clear whether this persists but the tenant did confirm that rats had been seen since May 2026. Notwithstanding, pest control investigations were instigated by the tenant rather than the landlord which suggests that the Landlord had not been proactive to resolve the problem. The Tribunal considers the rat infestation to be a very serious issue. No tenant or occupier should be expected to live in such an environment. Accordingly, the Tribunal is entitled to give it appropriate weight in its deliberations and assessment of rent.
35. The issue of damp and mould are evidenced by photographs in the applicants submission. We note that the Landlord is progressing the necessary inspections and maintenance works but the Tribunal has no further details as to the extent of these investigations or what works, if any, have been completed. From the parties submissions, the Tribunal finds that historic management arrangements were neither adequate nor effective.

36. The issues relating to the shower, ceiling leaks and damaged window appear to be recent defects and not highlighted in the original application nor were they recorded on the Management Company complaints facility. The Tribunal notes that the Landlord is currently investigating with the view of effecting repairs.
37. For the reasons stated above, the Tribunal concludes that, on the balance of probability, the rat infestation, damp/mould and management issues still exist at the property. It is therefore entitled to consider these in its determination.
38. The Tenant has not provided any comparable evidence to assist the Tribunal in its determination.
39. In contrast, the Landlord provided four properties to support the rent proposed as detailed in paragraph 20 above. It is noted that these are marketing details and not confirmed lettings. It is also noted that two of these have 'price reductions' which would suggest that these rental prices are not being easily achieved. Nevertheless, the evidence provides the Tribunal with useful guidance as to rental value.
40. Using its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £1,200.00 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.

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

- | | | |
|----|------------------------------|-------|
| a) | Vermin infestation. | (15%) |
| b) | Damp and mould. | (5%) |
| c) | Poor/ ineffective management | (5%) |

The full valuation is shown below:

Starting Rent			£1,200.00	pcm
<u>Less</u>				
a)	Items given under a) above	£180.00		
b)	Items given under b) above	£ 60.00		
c)	Items given under c) above	£ 60.00	<u>£ 300.00</u>	
Market rent			£ 900.00	pcm

Undue hardship

41. 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 a Tribunal makes its determination.
42. The applicant sets out her case for hardship by stating: "I'm a single mother and I work and pay the bills on my own. I don't have help from anyone else and it will be very difficult to have to pay £1200 in rent. I really can't afford that amount of rent."
43. The Landlord submitted that no evidence has been submitted to support the tenant's submission on hardship. The Tribunal agrees.
44. Accordingly, the Tribunal sets the starting date for the new rent as at the date specified in the rent increase notice being 27th April 2026.

Decision

45. The Tribunal determines the market rent at £900.00 per calendar month with effect from 27th 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.