

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BT/MNR/2026/0188
Property	2 Carter Close, Manchester M34 6AH
Tenant	Sara Younis
Tenant's Representative	
Landlord	Chris Summerfield
Landlord's Address	66 Hyde Road, Denton, Manchester M34 3AG
Landlord's Representative	My Property Club
Date of Application	03 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr N Swain MRICS – Chair Ms J Chisholm
Date of Decision	21 September 2026
Rent Determined	£900.00 per calendar month
Date the new rent takes effect	04 April 2026

REASONS FOR THE DECISION

Background

1. On 10 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £966.00 per calendar month(pcm) in place of the existing rent of £895.00 pcm to take effect from 04 April 2026.
2. On 03 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 04 December 2024. The rental period is monthly.
4. On 17 August 2026, the original decision was put aside, due to a procedural issue and the application re-submitted for a hearing. As part of that the directions issued, the Landlord was given the opportunity to provide their MR2 and the Applicant given the option to provide their MR3 reply.

Allocation of Repairs between Landlord and Tenant.

5. 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.

6. None

Liability for Council Tax

7. 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.

8. None

Inspection/Hearing

9. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

10. The Property is a first floor flat forming part of a modern two storey development, offering the following accommodation:

Hall, living room, kitchen, two bedrooms, and bathroom with full suite including shower.

Outside: Garden.

The Property benefits from gas central heating.

The Property is situated in the Denton area of Manchester within close proximity of amenities. Manchester City Centre is approximately 6 ½ miles to the west.

Evidence

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

The Tenant.

12. The Tenant made the following comments:
- a) The rent increase proposed would bring the rent into line with those for two bedroom terraced houses. This is a flat.
 - b) There are issues with the boiler being old and unreliable, and an external leak on the water main which is increasing the water bill.
 - c) The Landlord's rental evidence was generally for higher specification flats. In the case of The Winnows, the flat was advertised at £895.00 pcm and marked "let agreed" (not £995.00 pcm as in the Landlord evidence).
 - d) The Landlord is responsible for maintaining the heating system and replacing a faulty boiler is not justification for a rent increase. There have been other maintenance issues left unresolved that have caused security concerns.
13. In terms of rental evidence, the Tenant had provided details for a number of properties in the local area currently on the market. These included terraced houses to illustrate the point at 12 (a) above. A range of rental evidence for two bedroom, one bathroom flats was provided, with advertised rents ranging from £850.00 to £900.00 pcm.

The Landlord

14. The Landlord made the following comments:
- a) The Tenant had signed up to a legal binding rent review clause within the tenancy agreement.
 - b) The Tenant had indicated that they would withdraw the application if the boiler was replaced. The boiler was replaced, but the Tenant has not withdrawn the application.
15. In terms of rental evidence, the Landlord had provided a best price guide provided by their agent from the Rightmove property portal. This indicated comparable properties with advertised rents ranging from £950.00 to £995.00 pcm.

Determination and Valuation

16. First, the Tribunal considered the Landlord's assertion that there was a binding rent review clause. Whilst the clause does exist within the tenancy, the fixed term of the original tenancy has now ended and there is no clause within the tenancy creating a contractual periodic tenancy. Therefore, the tenancy has become a statutory periodic tenancy and section 13 of the Act applies and the notice is valid. Consequently, the Tribunal can determine the rent and is not bound by the rent review clause.

17. The Tribunal considers the rental evidence provided by both parties is relevant to this matter. However, the evidence is exclusively advertised rents, not achieved rents, so the weight given to that evidence is reduced. On the whole, the Tribunal considers the Tenant's evidence to be more relevant to the Property, being that the rental properties cited by the Tenant are more closely comparable to the Property than those cited by the Landlord. Therefore, the Tribunal affords that evidence slightly more weight than the Landlord's evidence.
18. That the Tenant has started paying the proposed rent does not indicate acceptance of the proposed rent or prevent the Tribunal from determining a new rent. Therefore, the Tribunal has jurisdiction to determine this application.
19. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Tenant, the Tribunal considers that the market rental of similar properties in the area is in the region of £850 to £950 pcm. By virtue of its location, size and amenities, the Tribunal considers that the subject Property modernised and in good order would fall towards the middle of this bracket and considers the market rent would be in the order of £900.00 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 including having white goods and curtains provided by the landlord.
20. No evidence was provided to indicate that any departure from this figure was necessary.

Market rent

£900.00 pcm

Undue hardship

21. 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.
22. The Tenant has asked the Tribunal to fix a later starting date in this case. They stated that the increase would make everyday living more difficult but provided no evidence to support this.
23. The Landlord considered the hardship claim null and void, as the boiler had been replaced.
24. As a result of our decision the rent will increase by £5 a month. This is a small increase to the previous rent. No evidence has been provided to substantiate the claim of undue hardship. Therefore, the Tribunal does not consider hardship will be caused. The date in the Landlord's Notice stands.

Decision

25. Therefore, the Tribunal determines the market rent at £900.00 per calendar month with effect from 04 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.