

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00EX/MRA/2026/0069
Property	Room 4, 46 Sandringham Road, Darwen, Lancashire BB3 0BL
Tenant	Andrew Grihault
Tenant's Representative	N/A
Landlord	Abak Developments Ltd
Landlord's Address	23 New Chapel Street, Blackburn, Lancashire BB2 4DT
Landlord's Representative	APM-UK Ltd
Date of Application	20 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge L White Tribunal Member J Faulkner FRICS
Date of Decision	29 September 2026
Rent Determined	£400.00 per calendar month

Date the new rent takes effect	03 October 2026
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REASONS FOR THE DECISION

Background

1. On 12 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £400.00 per calendar month (pcm) in place of the existing rent stated in the notice to be £300.00 pcm to take effect from 03 September 2026.
2. On 20 July 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The tenancy commenced 03 February 2024. The rental period is monthly with rent falling due on the 03 day of each month.

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

4. In his application form, the Tenant contends that the notice proposing a new rent is invalid because the Landlord had already increased the rent by £75 per month in March 2026. The Tenant states that the rent payable immediately before the service of the notice was £375 per calendar month and argues that a further increase could not lawfully be imposed so soon after the earlier increase. The Tenant therefore maintains that the notice should not take effect and has referred the matter to the Tribunal for determination.
5. The Landlord has stated that it had proposed to increase the rent to £375 per calendar month but did not do so. The Landlord served the notice dated 12 June 2026 proposing an increase from £300 per calendar month to £400 per calendar month with effect from 3 September 2026. The Landlord's position is that the rent when the notice was served was £300 per calendar month and the notice is valid.
6. The Tribunal is not satisfied, on the evidence before it, that the contractual rent immediately prior to service of the notice was £375 per calendar month. Whilst the Applicant asserts that the rent was increased by £75 per month in March 2026, no documentary evidence has been produced in support of that assertion and the Landlord asserts although this was proposed it never came into fruition. The Tenant has not provided bank statements, rent statements, correspondence

from the Landlord, a previous section 13 notice, or any other evidence demonstrating that rent of £375 per calendar month was paid from March 2026 onwards. By contrast, the section 13 notice dated 12 June 2026 identifies the existing rent as £300 per calendar month and the proposed rent as £400 per calendar month. In the absence of evidence to the contrary, the Tribunal finds that the rent payable immediately before service of the notice was £300 per calendar month. The Tribunal is therefore satisfied that the notice correctly stated the existing rent and was a valid notice under section 13 of the Housing Act 1988.

7. To the extent that the Tenant may have paid sums exceeding £300 per calendar month after March 2026, that does not alter the Tribunal's conclusion on the validity of the notice. If the Applicant has in fact made payments in excess of the contractual rent, it may be that a credit has accrued on the rent account or that other issues arise between the parties concerning the sums paid. Those matters fall outside the Tribunal's jurisdiction in these proceedings, which is limited to determining the market rent and, insofar as necessary, issues relating to the validity of the notice. The Tribunal therefore makes no finding in relation to any alleged overpayment or credit on the rent account.
8. Accordingly, the Tribunal is satisfied that the notice served is a valid notice for the purposes of these proceedings. The Tribunal therefore proceeds to determine the market rent of the Property.

Allocation of Repairs between Landlord and Tenant.

9. 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.

10. No service charges were identified as part of or separately from the rent.
11. The Tenant states in the application form that no furniture was provided by the Landlord.

Liability for Council Tax

12. 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.

13. The rent includes utility bills.

Hearing

14. 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

15. The Property is a room located in a House of Multiple Occupation (HMO), the Property is a bedroom located on the first floor of the house, the Tenant has use of communal areas being the kitchen and bathroom.
16. The Property has gas central heating and double glazed windows.

Evidence

17. The parties completed the relevant MR1 (tenant) and MR2 (landlord). The Tenant did not complete the MR3 (tenant's reply).

The Tenant

18. The Tenant described the Property as a room within a shared house and contended that its condition adversely affects its rental value. The Tenant stated that the Property benefits from gas central heating but has very old and cracked double-glazed windows. He further complained of longstanding disrepair, including leaking gutters to both the front and rear of the Property, damaged external panelling, and a boiler which allegedly leaks and requires frequent resetting. The Tenant asserted that these issues had been reported to the Landlord on numerous occasions over a prolonged period without adequate remedial action being taken. The Tenant therefore submitted that the proposed rent did not reflect the condition of the accommodation.
19. In support of his contention as to market rent, the Tenant submitted that comparable rooms with shared kitchen and bathroom facilities in the Blackburn and Darwen area were generally advertised between £325 and £350 per calendar month. He contended that the appropriate market rent for the subject property was £350 per calendar month and relied upon online advertisements for accommodation in Darwen for rooms to let advertised that figure.

The Landlord

20. The Landlord did not provide any substantive evidence regarding the condition of the Property and did not directly address the Tenant's allegations concerning disrepair, maintenance issues, or the general state of repair of the accommodation. Accordingly, there was no Landlord evidence before the Tribunal to challenge or rebut the Tenant's description of the Property's condition.
21. The Landlord relied upon information relating to rents charged for other rooms within the same Property, stating that Room 1 was let at £103.84 per week and that Room 2 was being let at £450 per calendar month as at July 2026. The Landlord's agent also provided a screen shot of rents for rooms in other properties it managed ranging from £585 to £750, however no details of the type of properties those are or pictures were provided. The Tribunal therefore understood the Landlord's position to be that rents achieved elsewhere within the Property supported the level of rent sought.

Determination and Valuation

22. The Tribunal has considered all of the evidence before it, including the parties' written submissions, the photographs provided by the Tenant and the rental evidence relied upon by both parties. The Tribunal finds that the most reliable comparables before it are the rents achieved for other rooms within the same property as identified by the Landlord. Those lettings relate to accommodation within the same building and therefore provide the closest evidence of the rental value of similar accommodation in the same location.
23. The Tribunal has also considered the Tenant's evidence regarding advertised properties in the Darwen area. However, those advertisements represent asking rents rather than achieved rents and insufficient information was provided to permit a detailed comparison with the subject accommodation. Similarly, whilst the Landlord referred to other properties under its management, no photographs, floorplans, descriptions or other evidence were provided to enable the Tribunal to assess the comparability of those properties and the Tribunal therefore places little weight on that material.
24. The Tenant further contended that the market rent should be reduced to reflect the condition of the Property, referring to cracked windows, leaking guttering, boiler issues and other alleged items of disrepair. The Tribunal has carefully considered those submissions. Whilst the Tribunal accepts that the Tenant may have genuine concerns regarding the condition of the Property, the photographic evidence does not demonstrate disrepair of a nature or extent sufficient to justify

a reduction in the open market rent. The Tribunal therefore makes no deduction from the market rent on account of the alleged disrepair.

25. Taking all relevant matters into account, including the location, character and accommodation provided, the Tribunal determines that the open market rent for the Property at the relevant date was £400 per calendar month. The Tribunal is satisfied that this figure reflects the rent which the Property might reasonably be expected to obtain on the open market under an assured periodic tenancy on the same terms as the existing tenancy. Whilst the evidence showed another room within the Property being let at £450 per calendar month, the Tribunal considered that an adjustment was appropriate having regard to the nature of the subject accommodation and the limited evidence available concerning the precise comparability of the rooms. Accordingly, the Tribunal determines that the rent payable is £400 per calendar month.

Open-Market Rent

£400.00 pcm

Undue hardship

26. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
27. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant contends that the proposed increase in rent would cause undue hardship. In support of that contention, the Tenant states that he has recently given up his employment and is now reliant upon Universal Credit. He further states that increasing living costs, including food costs, together with unspecified medical conditions, would make it difficult for him to meet the increased rent. The Tenant did not provide any documentary evidence in support of those assertions. No benefit award notices, bank statements, medical evidence, income and expenditure information, or other supporting documents were produced.
28. The Landlord did not directly challenge the Tenant's account of his financial circumstances. The Landlord's only response was to refer generally to the Government's Crisis and Resilience Fund, describing forms of financial support that may be available to households experiencing financial difficulty. The Landlord did not provide any detailed submissions regarding whether undue hardship had been established in this case.
29. The Tribunal has carefully considered the Tenant's submissions but is not satisfied that undue hardship has been established. Whilst the Tribunal accepts

that the Tenant has stated that he is unemployed, in receipt of Universal Credit and experiencing financial difficulties, those assertions are unsupported by any evidence. The burden lies upon the Tenant to establish the factual basis of the claim. In the absence of documentary evidence demonstrating the Tenant's financial circumstances, income, expenditure or medical position, the Tribunal is unable to make findings sufficient to conclude that the proposed increase would cause undue hardship.

30. In all the circumstances the burden of establishing undue hardship rests upon the Tenant and the Tribunal is not satisfied that burden has been discharged. The Tribunal therefore declines to exercise its discretion to postpone the commencement date and determines that the new rent shall take effect from 03 October 2026.

Decision

31. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £400.00 per calendar month with effect from 03 October 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 (rule 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.

