

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BS/MNR/2026/0319
Property	Flat 7, 299 Wellington Road North, Stockport, SK4 4Q
Tenant	Paul Walker
Tenant's Representative	N/A
Landlord	Beckhall Properties Limited
Landlord's Address	c/o DBS, 40 Lower Hillgate, Stockport, SK1 1JE
Landlord's Representative	Longmoor AG Ltd
Date of Application	1 June 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	£860.00 per calendar month

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

Background

1. On 20 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £875.00 per calendar month (pcm) in place of the existing rent stated in the notice to be £795.00 pcm to take effect from 03 June 2026.
2. On 01 June 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 tenancy commenced 03 July 2020. 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 has indicated that he considers the Landlord's notice is invalid. Two principal grounds are advanced. First, the Tenant says that the notice incorrectly states that the existing rent was £795 per month when, according to the Tenant, the rent actually payable was £595 per month. Secondly, the Tenant argues that the notice should have been served using Form 4A rather than Form 4.
5. In response, the Landlord has stated that they consider the notice valid. They contend that a previous rent increase had taken effect such that the existing rent was £795 per month.
6. The Tribunal does not accept that either matter renders the notice invalid. As to the first point, there is a dispute between the parties concerning the rent payable immediately before service of the notice. The Landlord contends that a previous rent increase had taken effect such that the existing rent was £795 per month. The Tenant disputes that contention and maintains that the passing rent remained £595 per month. The Tribunal does not consider it necessary, for the purposes of this application, to resolve that dispute. The function of the Tribunal in these proceedings is to determine the market rent for the dwelling under section 14 of the Housing Act 1988. It is not necessary for that purpose to determine the contractual rent payable between the parties. The Tribunal is

satisfied that the notice clearly identified the Property, the parties, the proposed new rent and the date from which it was proposed to take effect. The dispute as to the existing rent does not invalidate the notice.

7. As to the form used, the Tribunal finds that the notice was served on 20 April 2026. At that date the prescribed form for a notice under section 13 of the Housing Act 1988 was Form 4, which is the form used by the Landlord. The Tenant's submission that Form 4A should have been used is misplaced. Form 4A was introduced following the coming into force of provisions of the Renters' Rights Act 2025 on 1 May 2026. Those provisions were not in force at the date of service of the notice and therefore had no application to it.
8. Accordingly, the Tribunal is satisfied that the notice was served in the correct prescribed form and 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. The Tenant makes reference in the MR1 form to a washing machine provided but which has since been condemned and Tenant now using laundrette instead. The Tenant also advises that the fridge provided has since broken and he has purchased a replacement.

Liability for Council Tax

12. 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.

13. Letters and emails provided by the Tenant state the rent includes heating and electricity costs.

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 second-floor one bedroomed flat which comprises a hallway, kitchen, lounge, bedroom and bathroom. There is a communal garden.
16. The Property is heated by way of two electrical heaters, one located in the lounge and the other in the bedroom. The Property has a single glazed window in the lounge and double glazed windows in the kitchen and bedroom.

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 contends that the market rent for the Property is £625 per month. The Tenant submits that the Property is in a significantly poorer condition than comparable one-bedroom flats in the locality and should not command the rent otherwise achievable on the open market. In support of that contention, the Tenant relies upon a number of alleged defects and disrepair issues. These include an unsafe single-glazed lounge window, a leak affecting the bathroom ceiling, mould within the bathroom, damage to walls and flooring, poor maintenance of the communal parts, and an overgrown communal garden which the Tenant says is unusable and affected by vermin.
19. The Tenant further complains of delays in responding to maintenance requests and a lack of communication from the Landlord and its agents. The Tenant submits that, having regard to the condition of the Property and the level of amenities provided, the market rent should be limited to £625 per month.
20. The Tenant provided photographs in support of his description of the condition of the Property and its communal areas. However, the Tenant did not provide any market comparables or independent evidence of local rents. The Tenant's assessment of £625 per month is therefore based principally upon the state and condition of the Property rather than any direct comparison with rents achieved by other properties in the locality.

The Landlord

21. The Landlord contends that the open market rent is £875 per month, being the rent proposed in the section 13 notice. The Landlord disputes a number of the Tenant's complaints regarding the condition of the Property and denies that the lounge window is unsafe or that the communal garden is unmaintained or unusable. The Landlord submits that maintenance issues reported by tenants are referred to contractors and addressed as required. The Landlord further submits that the Tenant has failed to give sufficient weight to the fact that electricity and heating are included within the rent, which the Landlord estimates provides a financial benefit to the Tenant of at least £100 per month. The Landlord asserts that the tenancy commenced during the Covid-19 pandemic at a rent below prevailing market levels and submits that the rent has remained below market rent for a considerable period.
22. In support of the proposed rent, the Landlord relies upon both internal and external comparables. The Landlord states that five recent lettings of one-bedroom flats within the same building, said to be of equivalent size and finish, were agreed at rents of £875, £895, £875, £895 and £875 per month respectively. The Landlord also produced a schedule of advertised one-bedroom flats and apartments within the wider Heaton Moor and Stockport area. Those examples included properties advertised at rents ranging from £775 to £950 per month, with a substantial number marketed between £875 and £900 per month. The Landlord notes that those advertised rents generally did not include electricity or heating, whereas those services are included within the subject tenancy.

Determination and Valuation

23. The Tribunal has carefully considered all of the evidence before it, including the parties' written submissions, the photographs produced by the Tenant and the rental evidence relied upon by the Landlord. The Tribunal accepts the Landlord's evidence that a number of comparable one-bedroom flats within the same building have recently been let at rents between £875 and £895 per calendar month. The Tribunal considers this to be particularly persuasive evidence, as those lettings relate to accommodation within the same building and therefore provide the most reliable indication of the rent which the market is prepared to pay for broadly comparable properties.
24. The Tribunal has considered the Tenant's complaints regarding the condition and maintenance of the communal areas and garden. The photographic evidence demonstrates that the common parts are not maintained to a particularly high standard and that certain areas would benefit from improvement. However, the Tribunal does not consider that these matters justify a reduction in the market rent. The comparable lettings relied upon by the Landlord were achieved within

the same building and therefore necessarily reflect the condition of the common parts as they existed at the relevant times. The Tribunal is satisfied that prospective tenants who agreed those rents did so having had the opportunity to view and assess the building as a whole, including the communal areas. The Tribunal therefore concludes that the condition of the common parts is already reflected in the rental evidence from within the building and that no separate deduction is warranted on that account.

25. The Tribunal has also considered the condition of the interior of the Property. In the absence of any photographic or other evidence from the Landlord regarding the internal condition, the Tribunal accepts the Tenant's photographic evidence. The Tribunal finds that the bathroom is dated in appearance, with a turquoise bath and wash-hand basin together with a replacement white toilet which does not match the remainder of the suite. The Tribunal further finds that the tilework surrounding the replacement toilet has not been properly made good, resulting in an unfinished appearance. The Tribunal also notes from the photographs that there is a hole in the ceiling above a window which has not been replastered and an area of wall in the kitchen, above electrical works, which similarly remains unrepaired and unplastered.
26. Whilst the Tribunal does not regard these matters as serious defects affecting the habitability or use of the Property, they are matters which a prospective tenant would take into account when considering the rent they would be prepared to pay. The Tribunal therefore considers that a modest allowance should be made to reflect the dated appearance of the bathroom and the areas of incomplete repair and decoration within the flat itself.
27. The Tribunal has also considered the fact that the tenancy includes the supply of electricity and heating at no additional charge to the Tenant. The Tribunal is required to determine the rent which the dwelling-house might reasonably be expected to command if let on the open market on the same terms as the existing tenancy. Accordingly, the inclusion of electricity and heating is a feature of the tenancy to which the Tribunal has had regard when assessing rental value.
28. The Landlord submits that the inclusion of electricity and heating provides a benefit to the Tenant worth approximately £100 per month. The Tribunal accepts that the inclusion of those services enhances the value of the tenancy when compared to accommodation where such costs are borne separately by the occupier. However, the Tribunal has not been provided with sufficient evidence to enable it to make a reliable finding that the value of that benefit is £100 per month or any other specific figure. Instead, the Tribunal has treated the inclusion of electricity and heating as an amenity of the tenancy and has reflected that benefit in its overall assessment of the market rent especially when considering the comparables the Landlord provided of comparable one-bedroom flats within

the same building which have recently been let at rents between £875 and £895 per calendar month.

29. Having considered all of the evidence provided and relying on its own expert, general knowledge of rental values in the area, the Tribunal finds that a market rent of £875.00 per calendar month would be achieved by comparable accommodation in good repair and decorative condition, let on the same tenancy terms and including electricity and heating.
30. From the level of market rent, the Tribunal has made an adjustment of £15 per month to reflect the dated bathroom suite, the mismatched replacement toilet and unfinished tilework, together with the areas of unrepaired plasterwork identified in the Tenant's photographic evidence.

The full valuation is shown below:

Starting Rent	<u>£875.00</u> pcm
<u>Less</u>	
Interior condition issues identified above	£15.00 pcm
Open-Market Rent	£860.00 pcm

Undue hardship

31. 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.
32. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant contends that the proposed increase would cause undue hardship. The Tenant states that he currently pays rent of £595 per month and that the increase sought by the Landlord represents an increase of approximately 47 per cent. The Tenant states that he is in employment, receives no benefits and would be unable to afford to remain in the Property if the proposed increase were implemented.
33. The Landlord submits that the claim of hardship has not been substantiated. The Landlord notes that the Tenant has not provided any evidence of income, expenditure, savings, liabilities or other financial circumstances and has not quantified the extent to which any increase in rent would affect his ability to meet his financial commitments. The Landlord therefore contends that the Tribunal has insufficient evidence upon which to conclude that undue hardship would arise.

34. The Tribunal has carefully considered the parties' submissions on this issue. Whilst the Tribunal accepts that any increase in rent may have a financial impact upon a tenant, a finding of undue hardship must be supported by adequate evidence of the tenant's financial circumstances. In the present case, the Tenant has provided only a brief statement that the increase would make the Property unaffordable. No documentary evidence has been produced in support of that assertion. In particular, the Tribunal has not been provided with evidence of the Tenant's income, regular expenditure, financial commitments, assets, liabilities or any other material from which the Tribunal could assess the extent of any hardship said to arise.
35. In all the circumstances, the Tribunal is not satisfied on the evidence before it that implementation of the new rent from the statutory effective date would cause undue hardship. The Tribunal therefore declines to exercise its discretion to postpone the commencement date and determines that the new rent shall take effect from 03 June 2026.

Decision

36. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £860.00 per calendar month with effect from 3 June 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.

