

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BM/MNR/2026/0103
Property	31 Windermere Drive, Redvales, Bury, Lancashire, BL9 9QR
Tenant	Derek Richardson and Linda Richardson
Tenant's Representative	None
Landlord	Revive Real Estate SPV Ltd
Landlord's Address	Suite 7.1, 8 Exchange Quay, Salford, M5 3EJ
Landlord's Representative	None
Date of Application	6 March 2026
Type of Application	Determination of a Market Rent under sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge S Wickham Tribunal Member Mr J Gallagher MRICS
Date of Decision	28 September 2026
Rent Determined	£385.38 per fortnight (£835 per calendar month)
Date the new rent takes effect	7 March 2026

REASONS FOR THE DECISION

Background

1. On 8 January 2026, the Landlord served a notice under section 13(2) of the Housing Act 1988 proposing a new rent of £406.15 per fortnight (£880.00 per calendar month ("pcm")) in place of the existing rent of £378.46 per fortnight, to take effect from 7 March 2026 (the "Valuation Date").
2. On 1 March 2026, pursuant to 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 20 November 1999. The current rent is paid on a fortnightly basis.

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 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.

7. None.

Inspection/Hearing

8. A hearing was held by video platform on 28 September 2026. Mr Richardson represented himself and Mrs Richardson as the Tenant. The Landlord was represented by Ms Ainsworth, Head of Resident Services for the Landlord. The Tribunal has considered this case on the basis of the evidence and submissions given at the oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

9. The Tenant requested an inspection of the Property. The request was refused on the basis that the matter could be fairly determined on the documentary evidence and the oral evidence presented at the hearing.

The Property

10. The Property is a semi-detached house comprising the following accommodation:

Property:

Living room, kitchen, bathroom and three bedrooms (two larger bedrooms and one smaller bedroom, typically described as a box bedroom).

Outside:

No detailed description of any external areas is provided in the bundle. However, it is understood that the Property benefits from a garden.

The Property benefits from central heating and double glazing.

The Property is situated in a residential area of Bury, Lancashire.

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 Tenant challenged the validity of the Landlord's notice in his application on the basis that, although it was dated 8 January 2026, it was not received by post until 16 January 2026. The Tenant disputed that he had ever received the notice by email.
- b) The Tenant submitted that there had been issues with damp and mould at the Property and provided photographs of the kitchen pantry area and the front window sill.
- c) The Tenant's principal challenge to the proposed increase was that it represented an increase of approximately 100% from the rent payable in 2021, when the rent was £433.33 pcm. The Tenant submitted that the rent should reflect the Local Housing Allowance ("LHA") rate, which he stated was £644.40 pcm. The Tenant further submitted that the

Landlord had stated in minutes of a residents' meeting held in November 2025 that the average rental increase since it became the landlord was approximately 30%, and he wished to understand why the increase proposed in his case was substantially higher.

- d) The Tenant submitted that the third bedroom is very small and amounts to no more than a "box room". The Tenant referred to other occupiers receiving a rent reduction of £500 where the tenancy documentation records that the third bedroom is a box room.
 - e) The Tenant did not dispute that works had been undertaken by the Landlord at the Property but submitted that some of those works, including roof insulation, had been funded through a government grant. The Tenant also submitted that the rent increases he has paid since February 2021 had already contributed towards the cost of those works.
 - f) In his written evidence, the Tenant referred to improvements made to the Property after he moved in, including the creation of a parking space, installation of a patio, landscaping of the garden, installation of a fireplace and the provision of furniture and fittings. The Tenant also stated that he had installed an alarm system, fitted a new kitchen and redecorated the Property on three occasions.
13. In relation to rental evidence, the Tenant submitted that the market rent for the Property should be in the region of £700 pcm. The Tenant did not provide documentary evidence in support of that figure but referred to comparable properties occupied by other residents for which rents of approximately £650 pcm were said to be payable. The Tenant also referred to rents charged by the local authority for comparable properties in the locality, which he stated were approximately £600 pcm.

The Landlord

14. The Landlord made the following comments:
- a) The notice was sent by email to both Tenants on 8 January 2026 and was also sent by post. The Landlord submitted that, even if service by post was the only effective service, the notice still provided more than four weeks' notice, which is all that is required by law.
 - b) The Landlord relies upon a schedule of works undertaken at the Property, totalling £17,189.25. The works included full re-roofing works,

replacement doors and windows, wall tie replacement works, re-pointing works, chimney works and landscaping works.

- c) In assessing the market rent of the Property, the Landlord submitted that it had relied upon advice from local agents and had taken into account the number of bedrooms, the size, condition and location of the Property. The Landlord accepted that the third bedroom is smaller and also described it as a "box room", but submitted that its dimensions were sufficient to accommodate a single bed.
 - d) In oral evidence, the Landlord was unable to explain the discrepancy between £880 pcm and £850 pcm as the rent sought in respect of the Property. The section 13 notice referred to a rent of £880 pcm, whereas the Landlord's written response and the Savills letter referred to below both identified £850 pcm as the market rent.
15. In relation to rental evidence, the Landlord relies upon an opinion letter from Craig Langley MRIC's a Registered Valuer with Savills dated 21 April 2026, which values the Property as at 31 December 2025 at £10,200 per annum (£850 pcm) and states that the rent proposed by the Landlord is below market rent. The opinion letter refers to a number of comparables, including non-refurbished Redvales properties, refurbished Redvales properties and wider market comparables. In oral evidence, the Landlord confirmed that it had instructed Savills to take into account works carried out by tenants to their properties when undertaking the valuation exercise. However, no evidence of this instruction was provided to the Tribunal.

Determination and Valuation

16. The Tribunal finds that the notice was validly served by the Landlord at the Tenants' postal address. The Tribunal is satisfied that the statutory minimum notice period of one month was provided.
17. The Tribunal notes that the Landlord's section 13 notice proposed a rent of £880 pcm, whereas the independent valuation evidence obtained from Savills assessed the market rent at £850 pcm. The Tribunal found the Savills assessment to be more persuasive and therefore adopted £850 pcm as the appropriate starting point for its valuation.
18. Relying on its own expertise and general knowledge of rental values in the area, together with the rental evidence provided by the parties, the Tribunal considers that the market rent of the Property, in its actual condition at the Valuation Date, would be in the order of £850.00 pcm. This is the rent that the Tribunal considers the Property might reasonably be expected to achieve on the open market at the Valuation Date.

19. However, the Tribunal is satisfied that part of that rental value is attributable to improvements carried out by the Tenant over a number of years, including the installation of a kitchen, alarm system and other alterations referred to in the evidence. Such improvements fall to be disregarded for the purposes of the statutory valuation exercise.
20. The Tribunal therefore adopts £850.00 pcm as the market rent in the Property's actual condition before making an adjustment to disregard the value attributable to the Tenant's improvements.
21. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Improvements to the Property carried out by the Tenant including the installation of a kitchen, alarm system and other alterations referred to in the evidence.

The full valuation is shown below:

Starting Rent	<u>£850.00</u>	pcm
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Less

a) Tenant's improvements referred to above	£15.00	pcm
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Market Rent	£835.00 pcm
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Undue hardship

22. 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 discretion to direct that the new rent shall take effect on a later date, up to the date of the Tribunal's determination.
23. The Tenant asked the Tribunal to direct a later commencement date. He submitted that the increase in rent would cause undue hardship, having regard to the extent of the increase since 2021. The Tenant also stated that he and his wife are aged 73 and 71 respectively.
24. The Tribunal considered the Tenant's evidence regarding hardship. However, no contemporaneous documentary evidence of the Tenant's financial circumstances was

provided. In particular, the Tribunal was not provided with any pension statements, benefit statements, bank statements, income details or other evidence from which it could assess the Tenant's financial position.

25. The Landlord did not oppose the Tenant's application for postponement and did not challenge the Tenant's evidence regarding hardship.
26. The Tribunal has carefully considered the Tenant's evidence, including the extent of the rent increase and the ages of the Tenant and his wife. Whilst the Tribunal accepts that the increase in rent may cause some hardship, that is not sufficient to establish undue hardship for the purposes of the statutory test. In the absence of supporting financial evidence, the Tribunal is not satisfied that the Tenant has demonstrated hardship beyond that ordinarily associated with an increase in rent. The Tribunal therefore declines to exercise its discretion to postpone the commencement date and directs that the new rent shall take effect from 7 March 2026, being the date specified in the Landlord's Notice of Increase.

Decision

The Tribunal determines the market rent at £835.00 per calendar month with effect from 7 March 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.