

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BY/MNR/2026/0135
Property	Flat 4, 37 Peel Street, Liverpool, Merseyside, L8 3SY
Tenant	Philip Nash
Tenant's Representative	None
Landlord	Ascot Properties UK Limited
Landlord's Address	122 South Road, Waterloo, Liverpool, L22 0ND
Landlord's Representative	None
Date of Application	16 March 2026
Type of Application	Determination of a Market Rent under sections 13 and 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	£630 per month
Date the new rent takes effect	28 September 2026

REASONS FOR THE DECISION

Background

1. On 18 February 2026, the Landlord served a notice under section 13(2) of the Housing Act 1988 proposing a new rent of £700.00 per calendar month ("pcm") in place of the existing rent of £500.00 pcm, to take effect from 22 March 2026 (the "Valuation Date").
2. On 16 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 22 February 2012. The current rent is paid on a monthly 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. The Tenant represented himself. The Landlord was represented by Mr Ramsay, a representative of the Landlord company. 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. An inspection was not considered necessary or proportionate.

The Property

10. The Property is a first-floor flat within a converted building comprising the following accommodation:

Property:

Living room, kitchen, bathroom and one bedroom.

Outside:

No detailed description of any external areas is provided in the bundle. It is understood that the Property does not benefit from any outside space.

The Property benefits from central heating and double glazing.

The Property is situated in a primarily residential area approximately 2 miles from the city centre of Liverpool.

Evidence

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

The Tenant.

12. The Tenant made the following submissions:

- a) The Tenant submitted that the Property is materially inferior in condition to the comparable properties relied upon by the Landlord.
- b) The Tenant submitted that the Property has not been refurbished and remains in substantially the same condition as it was in 2021. The Tenant submitted that the cleanliness and level of clutter within the Property should be disregarded for valuation purposes. The Tenant denied refusing an offer by the Landlord to arrange cleaning of the Property and stated that he could have afforded the proposed cost of £300 at the relevant time.

- c) The Tenant submitted that the Landlord had never served any notice pursuant to the tenancy agreement identifying alleged defects at the Property, including concerns relating to cleanliness or safety.
 - d) The Tenant submitted that the Property is in a poor state of repair and condition, as evidenced by the photographs included within his evidence. In particular, the Tenant referred to the deteriorated and mould-affected kitchen worktop, which he attributed to storm damage in February 2017, damp to the kitchen wall and a sagging kitchen floor. The Tenant further submitted that, whilst some repairs had been carried out, those works had not been completed to an acceptable standard and certain issues remained outstanding, including a partially repaired windowsill and areas of plasterwork within the bathroom which had not been redecorated.
 - e) The Tenant submitted that an increase to £700 pcm would represent an increase of approximately 100% in rent over a three-year period. The Tenant argued that Office for National Statistics data did not support an increase of that magnitude within the Liverpool area and that such an increase would be difficult for tenants to absorb.
13. In relation to rental evidence, the Tenant accepted that another flat within the same building had been let at £700 pcm but submitted that it was not a true comparable because it had been refurbished. The Tenant submitted that the correct market rent was £500 pcm, contending that the comparable flats within the building had benefited from full refurbishment, including new kitchens, bathrooms and carpets.
14. In response to the comparable evidence relied upon by the Landlord, the Tenant submitted that the evidence was of limited weight because the source of the information had not been identified and the advertised figures did not represent achieved rents. In relation to 1 Peel Street, the Tenant submitted that only three photographs had been provided, all of which appeared to depict a single room. In relation to 2 Devonshire Road, the Tenant submitted that it was unclear which part of the building was being advertised and that the photograph only showed the exterior of the building. In relation to Linnet Lane, the Tenant submitted that the property was located within a different City Council ward and postcode area and that no information had been provided regarding its interior condition. The Tenant contended that Peel Street is situated in a less desirable area which commands lower rents.

The Landlord

15. The Landlord made the following submissions:

- a) The Landlord submitted that the Property is in poorer condition than some comparable flats, but that this is attributable, at least in part, to the Tenant. The Landlord relied upon a cleaning report and a letter from its Operations Manager detailing the condition of the Property and identifying concerns regarding its cleanliness and upkeep. The letter referred to the walls and surfaces being heavily stained with nicotine and grease, and to the carpets being sticky and appearing unkempt. It further stated that the Property required a deep clean to enable contractors to carry out repairs safely and effectively. The letter also referred to previous contractors refusing to attend the Property due to its condition and stated that the Tenant had declined offers of assistance in addressing the cleanliness issues. The Landlord submitted that it had not sought to enforce its rights under the tenancy agreement in relation to the condition of the Property in an effort to maintain good relations with the Tenant.
 - b) The Landlord submitted that local market evidence supports rents substantially in excess of £700 pcm.
 - c) The Landlord accepted that there are outstanding repair issues at the Property but submitted that difficulties had arisen in obtaining contractors willing to undertake the works due to the condition and cleanliness of the flat. The Landlord submitted that routine repairs and maintenance had otherwise been undertaken.
 - d) The Landlord relied upon evidence of works carried out to the building and the exterior of the Property, including the installation of fire doors and decoration of the communal landings.
 - e) The Landlord relied upon evidence of the installation of a new oven at the Property in December 2025, together with the supply and fitting of uPVC frames to the bathroom and bedroom windows.
16. In relation to rental evidence, the Landlord relied upon screenshots of a property advertised on Peel Street for £875 pcm, although the underlying letting particulars were not included within the screenshot. The Landlord also relied upon a one-bedroom flat at Devonshire Road advertised to let at £750 pcm and a one-bedroom flat on Linnet Lane advertised to let at £950 pcm.
17. The Landlord further referred to a number of one-bedroom flats in the same building as the Property, which it stated had recently been let in excess of £700 pcm.

18. The Landlord submitted that the works undertaken to other flats within the building were limited in scope and primarily comprised redecoration and replacement floor coverings. The Landlord denied that a programme of full refurbishment had been undertaken at other flats and submitted that replacement kitchens and bathrooms had not generally been installed.

Determination and Valuation

19. The Tribunal considered the rental evidence provided by both parties. The Tribunal found that evidence to be of limited assistance but considered that it had some value when viewed alongside the Tribunal's own knowledge and experience of rental values within the locality.
20. 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, if presented in good repair and condition, would be in the order of £700.00 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.
21. The Tribunal considers that the condition issues identified above have a significant impact upon the rental value of the Property and assesses the appropriate deduction at £70 pcm.
22. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) The condition of the Property at the Valuation Date, including the disrepair within the kitchen. The Tribunal considers that these matters justify a reduction from the rent that would otherwise be payable if the Property were in good repair and condition.

The full valuation is shown below:

Starting Rent	<u>£700.00</u> pcm
<u>Less</u>	
a) Items given under b) above	<u>£70.00.</u> pcm
Market rent	£630.00 pcm

Undue hardship

23. 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.
24. 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 increasing cost of living, particularly the cost of food. The Tenant explained that he is 73 years of age and suffers from a number of health conditions. The Tenant stated that his only sources of income are his State Pension of approximately £980 pcm, a private pension of approximately £225 pcm and Housing Benefit and Council Tax Support of approximately £349 pcm. The Tenant submitted that his current rent represents approximately 32% of his income, whereas the proposed rent would represent approximately 45% of his income. He further stated that he is attempting to save for a mobility scooter because of his declining health and does not qualify for Attendance Allowance.
25. The Tenant also submitted that the delay in determination of the application arose as a consequence of the procedural irregularity which led to the original determination being set aside.
26. The Tenant's evidence regarding hardship was not supported by contemporaneous documentary evidence, such as pension statements, benefit statements or bank statements.
27. The Landlord did not oppose the Tenant's application for postponement on the grounds of hardship and did not challenge the Tenant's evidence regarding his financial circumstances or health.
28. The date specified in the Landlord's notice was 22 March 2026. The Tribunal has carefully considered the Tenant's evidence regarding his income, age, health conditions and financial commitments. Having regard to the extent of the proposed increase, the Tenant's limited income, his age and health circumstances the Tribunal is satisfied that requiring the new rent to take effect from 22 March 2026 would cause undue hardship. The Tribunal therefore exercises its discretion and directs that the new rent shall take effect from 28 September 2026, being the date of the Tribunal's determination.

Decision

29. The Tribunal determines the market rent at £630.00 per calendar month with effect from 28 September 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.