

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/30UG/MRA/2026/0132
Property	18 Barn Meadow Crescent, Rishton, Lancashire BB1 4PF
Tenant	Joshua Syd Ryan
Tenant's Representative	Andrew Dunkinson
Landlord	Rishwood Homes Limited
Landlord's Address	80-84 High Street, Rishton, Lancashire BB1 4LA
Landlord's Representative	N/A
Date of Application	12 August 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 Gittus MRICS
Date of Decision	6 October 2026
Rent Determined	£498.33 per calendar month (£115.00 per week)

Date the new rent takes effect	20 October 2026
--------------------------------	-----------------

REASONS FOR THE DECISION

Background

1. On 27 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £541.67 per month (£125 per week) in place of the existing rent stated in the notice to be £455.00 per month (£105 per week) to take effect from 11 August 2026.
2. On 12 August 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 Parties stated the tenancy commenced 20 August 2020. The rental period is monthly.

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 and curtain and white goods specified below) and the costs relating to the same.

5. No service charges were identified as part of or separately from the rent.
6. The Tenant advises the following furniture was provided, carpet and fitted wardrobe in the bedroom rented, and then in the shared areas - Electric oven and hob, Washer/dryer, Fridge/freezer, kettle, toaster, bin, full kitchen utensils, plates and cookware, blinds, carpet, two 2-seater sofas, TV, TV cabinet and dining table and four chairs. The Tenant states that the sofas, TV, TV cabinet and dining table/chairs were later replaced by Tenants at their own cost.

Liability for Council Tax

7. The Tenant states that the rent includes Council Tax in respect of the Property and the Tribunal has therefore proceeded on the basis rent is inclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

8. None.

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 two bedroomed bungalow with an enclosed garden at the rear which includes a summerhouse and raised wheelchair accessible decking. The Property comprises communal lounge/dining room, kitchen and wet room.

11. The Property has gas central heating and double glazed windows.

Evidence

12. The parties completed the relevant MR1 (tenant) and MR2 (landlord).

The Tenant

13. The Tenant, through his deputy, opposed the proposed increase from £105 per week to £125 per week. He contended that the proposed rent exceeded the market rent for comparable accommodation in the locality. Whilst accepting that there were few directly comparable properties available, he submitted that room lets in the local area generally ranged from approximately £115 to £137 per week and that those rents typically included utility bills. He argued that the Landlord's justification for the increase referred in part to increased utility costs, notwithstanding that gas, electricity, water and broadband were paid separately by the Tenants and were not included within the rent. The Tenant calculated that when his share of those household expenses was added to the proposed rent, the overall cost of occupation would be approximately £171.88 per week, which he contended was substantially above the level of comparable local accommodation. He therefore submitted that the proposed rent was above market value and that a lower figure should be determined.

14. In support of his position, the Tenant relied upon three advertised shared accommodation properties. The first was a furnished room in Accrington (BB5) advertised at £115 per week inclusive of bills, with garden and parking facilities. The second was a furnished room in Blackburn (BB2), also advertised at £115

per week inclusive of bills, with a garden and driveway. The third was a furnished room in Great Harwood (BB6) advertised at £137 per week inclusive of bills, with communal facilities and cleaning services. The Tenant submitted that these advertisements demonstrated that local room rents, including utility costs, were generally lower than the effective cost of occupying the subject property at the Landlord's proposed rent.

The Landlord

15. The Landlord submitted that the proposed rent of £125 per week represented a fair and reasonable market rent and should be confirmed by the Tribunal. It was said that the tenancy commenced on 20 August 2020 at a rent of £105 per week and that no rent review had taken place during the Tenant's occupation. The Landlord contended that the accommodation was not comparable to a basic room let. It was described as a two-bedroom bungalow adapted for occupation by adults with learning disabilities and additional support needs, benefitting from extended bedroom accommodation, private off-road parking, an enclosed rear garden, wheelchair-accessible decking, a summerhouse, storage space within a garage and a range of furnishings and household equipment originally supplied by the Landlord.
16. The Landlord further relied upon what it described as an enhanced level of housing management, inspection, maintenance and safety compliance beyond that typically associated with an ordinary residential letting. It was therefore submitted that the proposed increase represented a measured and proportionate adjustment having regard to the nature of the accommodation and prevailing market conditions.
17. The Landlord also submitted that the Tenant's reliance upon Housing Benefit, Universal Credit and personal affordability was not relevant to the determination of an open market rent. Likewise, it argued that comparisons between the subject property and bills-inclusive advertisements should be treated with caution because the utilities at the subject property were paid separately by the Tenants and utility expenditure varied according to individual consumption and circumstances.
18. In support of its position, the Landlord relied upon a schedule of ten advertised comparables from Blackburn and the wider East Lancashire area. Particular reliance was placed upon a two-bedroom shared house in Blackburn advertised at £525 pcm (£121.15 per week) excluding bills and upon a furnished room in Blackburn advertised at £500 pcm, together with a separate contribution towards gas and electricity, producing an indicative total cost of approximately £126.92 per week. The Landlord submitted that these properties provided the

closest comparison because, like the subject tenancy, utility costs were not fully included within the rent.

19. The Landlord additionally relied upon a range of other Blackburn, Great Harwood, Clitheroe and Burnley advertisements showing asking rents between approximately £138 and £173 per week, most of which included some or all utility costs. It argued that the comparable evidence demonstrated that shared accommodation in the locality was commonly advertised at or above the proposed rent and that none of the available comparables provided the same combination of accommodation, facilities, furnishings, external amenities and housing-management arrangements as the subject property. The Landlord therefore submitted that a rent of £125 per week fell within the local market range and represented a fair market rent for the accommodation.

Determination and Valuation

20. The Tribunal has considered all of the evidence before it, including the Tenant's MR1 and the Landlord's MR2, the documentary evidence supplied by the parties and the written submissions contained within the bundle.
21. The Tribunal is required to determine the rent which the Property might reasonably be expected to achieve if let on the open market by a willing landlord under an assured periodic tenancy, having regard to the assumptions required by the relevant statutory provisions. The Tribunal has therefore considered both the condition and characteristics of the subject property and the evidence as to prevailing market rents.
22. The Tribunal has considered the comparable evidence produced by both parties. The Tribunal accepts that no directly comparable property has been identified. The Tenant's principal comparable was a room in Stevenson Street, Accrington, advertised at £115 per week inclusive of bills. The Landlord's strongest comparable was a room in Blackburn advertised at £525 per calendar month (equivalent to £121.15 per week) with bills excluded. The Tribunal has also considered the remaining comparables submitted by both parties but notes that many of the Landlord's comparables involve accommodation with en-suite facilities and/or rents which include utilities, whereas the subject property does not benefit from an en-suite and utilities are paid separately by the occupiers.
23. The Tribunal has taken account of the particular characteristics of the subject property. It is a room within a two-bedroom bungalow rather than a larger house in multiple occupation. The Tribunal accepts that the Property benefits from a relatively small number of occupiers, together with the external facilities identified by the Landlord. However, the accommodation does not provide en-suite facilities and the rent does not include utilities. The Tribunal therefore

considers that adjustments are required when assessing the weight to be given to a number of the comparables relied upon by both parties.

24. Having regard to the available evidence, together with its knowledge and experience as a specialist tribunal, the Tribunal is satisfied that the Landlord's proposed rent of £125 per week is higher than the rent at which the Property might reasonably be expected to be let on the open market on the statutory assumptions. Equally, the Tribunal does not consider that the evidence supports a substantially lower figure. The Tribunal considers that the true market rent lies between these two principal indicators after adjustment for differences in the accommodation and billing arrangements. Therefore, weighing the competing comparable evidence and making appropriate allowances for the subject property's location, bungalow accommodation, shared facilities, absence of an en-suite and exclusion of utility costs, the Tribunal determines that the market rent for the Property is £115 per week.

25. The Tribunal therefore determines, pursuant to section 14 of the Housing Act 1988, that the rent at which the property might reasonably be expected to be let in the open market under an assured tenancy is £498.33 per month (£115.00 per week).

Open-Market Rent
(£115.00 per week)

£498.33 pcm

Decision

26. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £498.33 per calendar month (£115.00 per week) with effect from 20 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.

