

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00CB/MRA/2026/0059
Property	192 Wheatland Lane, Seacombe, Wallasey, CH44 7DQ
Tenant	Janet Jones
Tenant's Representative	N/A
Landlord	Rajvinder Mondair
Landlord's Address	40 Peterborough Road, Farcet, Peterborough, PE7 3BH
Landlord's Representative	Boota Mondair
Date of Application	15 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 Gittus MRICS
Date of Decision	6 October 2026
Rent Determined	£650.00 per calendar month

Date the new rent takes effect	23 October 2026
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REASONS FOR THE DECISION

Background

1. On 11 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £650.00 per calendar month (pcm) in place of the existing rent stated in the notice to be £450.00 pcm to take effect from 26 July 2026.
2. On 15 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 23 September 2018. The rental period is monthly with rent falling due on the 23rd day of each month.

Preliminary Issue – Landlord's Order 1 Application

4. Before determining the substantive application, the Tribunal considered the Landlord's application, made by Order 1 dated 16 September 2026, seeking permission to rely upon a supplementary evidence bundle containing material which post-dated the filing of the Landlord's MR2 and evidence bundle on 13 August 2026. The application was accompanied by written grounds explaining the nature of the evidence and the reasons why it had not been available when the Landlord's original evidence was served. The supplementary evidence relates principally to developments concerning the condition of the Property, contractor attendance, access arrangements and remedial works undertaken after the Landlord's MR2 had been submitted.
5. The Tribunal notes that the Tenant was served with the Order 1 application and supplementary evidence and was afforded an opportunity to make representations in response. The Tribunal further notes that the evidence sought to be admitted arose after service of the Landlord's original evidence and could not reasonably have been included within the Landlord's MR2 bundle.
6. Pursuant to Rules 3 and 6 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal has a wide case management discretion and is required to deal with cases fairly and justly. In exercising that discretion, the Tribunal considers that it is in the interests of justice for the

supplementary evidence to be admitted. The evidence is relevant to issues raised by the parties concerning the condition of the Property and events occurring after the commencement of the proceedings, and its admission will assist the Tribunal in reaching a properly informed determination on the evidence available. The Tribunal is satisfied that no unfairness arises from its admission.

7. Accordingly, the Tribunal grants the Landlord permission to rely upon the supplementary evidence bundle lodged pursuant to the Order 1 application dated 16 September 2026 and has taken that evidence into account, together with the remainder of the parties' evidence, when determining the application.

Allocation of Repairs between Landlord and Tenant.

8. 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.

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

Liability for Council Tax

11. 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.

12. None

Hearing

13. 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

14. The Property is a mid-terraced property with a small courtyard. The Tenant failed to provide any details as to the rooms in the Property within the MR1. The

Tribunal has very limited evidence regarding the accommodation and specification of the Property. Whilst the Landlord's evidence suggests that the Property comprises two bedrooms, neither party has provided a floor plan or detailed description of the accommodation.

15. Neither party specify how the Property is heated or what type of windows the Property has.

Evidence

16. The parties completed the relevant MR1 (tenant) and MR2 (landlord). The Tenant did not complete the MR3 (tenant's reply). As detailed above further evidence submitted after the MR2 has also been considered.

The Tenant

17. The Tenant contends that the market rent for the property is £500 per calendar month. Her case is founded principally upon the condition of the Property. She states that the Property suffers from significant repair issues including a hole in the roof, water ingress through the bedroom ceiling during periods of rainfall, and damp and mould affecting both the kitchen and the bedroom. She submitted photographic evidence in support of those complaints.
18. The Tenant submits that the proposed increase from £450 per month to £650 per month, representing an increase of approximately 44%, is unreasonable in circumstances where those repair issues remain outstanding. She maintains that the proposed rent does not reflect the true market rental value of the Property in its current condition and asks the Tribunal to determine a lower market rent.
19. The photographic evidence relied upon by the Tenant depicts areas of ceiling damage and staining said to result from water ingress together with evidence of damp and mould within the Property. The Tenant submits that those matters adversely affect the rental value.
20. The Tenant did not provide any rental comparables or market evidence from other properties in support of her proposed figure of £500 per month. Rather, her position is that the condition of the Property justifies a substantial reduction from the rent proposed by the Landlord.

The Landlord

21. The Landlord seeks a determination that the market rent is £650 per calendar month, being the rent proposed in the section 13 notice. The Landlord relies upon

market evidence obtained through Purplebricks, the Landlord's letting agent, together with online rental data for comparable properties in the local area.

22. The Landlord's evidence is that rental properties within the CH44 area comparable to the subject property were being marketed at rents broadly ranging between £650 and £750 per calendar month. The evidence relied upon includes a Purplebricks Best Price Guide together with listings obtained from Rightmove and Zoopla. The Landlord submits that those comparables demonstrate that the proposed rent of £650 per month is at the lower end of the range indicated by the local market and represents a reasonable market rent for the Property.
23. In relation to the reported disrepair, the Landlord does not accept that the issues justify the reduction sought by the Applicant. The Landlord's evidence is that until an email from the Tenant on 3 July 2026 the issues the Tenant reports were not known to the Landlord or to their agent. The Landlord states they sought to immediately gain access to assess works required and ultimately obtained access to the Property on 4 September 2026, following which the contractor confirmed that works to the roof and bedroom ceiling were required.
24. The Landlord further relies upon the supplementary evidence admitted by the Tribunal. That evidence records that repairs to the roof have since been undertaken, including the replacement of approximately fifteen roof tiles, patching of roofing felt and the clearing of gutters. Further remedial works to the bedroom ceiling were arranged for 25 and 26 September 2026. The Landlord's case is that reasonable steps have been taken to investigate and address the issues raised by the Tenant and that the condition of the Property does not justify a reduction from the proposed rent of £650 per calendar month.
25. The Landlord also relies upon evidence that, when access was obtained, contractors encountered significant overgrowth and accumulated vegetation in the rear and side areas of the Property which restricted access for inspection and remedial works. Whilst the Landlord does not contend that causation of the reported defects has been established, the Landlord submits that the condition of those external areas was relevant to the investigation and progression of repair works.
26. Accordingly, the Landlord's position is that the local comparable evidence supports a market rent of at least £650 per month and that, notwithstanding the repair issues identified by the Applicant, the appropriate market rent for the property remains the figure specified in the section 13 notice.

Determination and Valuation

27. The Tribunal has considered all of the evidence before it, including the Tenant's MR1, the Landlord's MR2, the supplementary evidence admitted following the Landlord's Order 1 application, the documentary evidence supplied by the parties and the written submissions contained within the bundle.
28. 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.
29. The Tenant submits that the market rent should be £500 per calendar month. The Tribunal accepts that the Tenant has raised genuine concerns regarding the condition of the property and has produced evidence of water ingress, damage to the bedroom ceiling and damp and mould within parts of the property. The Tribunal has taken those matters into account when assessing the rental value.
30. The Landlord contends that the market rent is £650 per calendar month and relies upon rental evidence obtained from Purplebricks together with listings from Rightmove and Zoopla said to show rents in the local area ranging from approximately £650 to £750 per calendar month.
31. Whilst the Tribunal has considered the comparable evidence produced by the Respondent, it gives that evidence limited weight. The information provided concerning the subject property is relatively sparse. The Tribunal has little reliable evidence regarding the size of the accommodation, the number and dimensions of the rooms, the specification of the property, its heating arrangements, its glazing, or other features ordinarily required to undertake a meaningful comparability exercise. Equally, the comparable properties relied upon by the Landlord are described only in limited terms. The Tribunal is therefore unable to make a detailed comparison between the subject property and the cited examples with any significant degree of confidence.
32. In those circumstances, the Tribunal has relied to a greater extent upon its own knowledge and experience of rental values for similar terraced properties within the locality, whilst taking account of the evidence supplied by the parties and the condition issues identified within the property. The Tribunal also notes that the Landlord has undertaken, or arranged, remedial works in relation to the roof and ceiling following contractor inspections carried out during the course of these proceedings.
33. Having considered all of the evidence, the Tribunal is satisfied that the Tenant's proposed figure of £500 per calendar month does not reflect the open market

rental value of the property. Whilst the condition issues identified by the Tenant are relevant considerations, the Tribunal finds that they do not justify a reduction to the level contended for by the Tenant.

34. Drawing together the evidence before it, its assessment of the Property and the local rental market the Tribunal determines that the rent which the Property might reasonably be expected to achieve on the open market is £650 per calendar month. Although the Tribunal gives the comparable evidence limited weight for the reasons set out above, it is broadly consistent with the Tribunal's own assessment of rental levels for similar properties within the locality.
35. The Tribunal is satisfied that £650 per calendar month represents the market rent of the Property having regard to the statutory assumptions and the evidence before it.

Open-Market Rent

£650.00 pcm

Undue hardship

36. 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.
37. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant contends that the proposed increase from £450 per month to £650 per month would be difficult to afford and would amount to nearly 60% of her monthly income, before taking account of council tax, utility bills and food costs. She submits that the increase would therefore cause her financial hardship.
38. The Tribunal has carefully considered the Tenant's submissions regarding hardship. However, whilst the Tenant has asserted that the proposed increase would represent a substantial proportion of her income, she has not provided any documentary or other evidence in support of her financial circumstances. The MR1 form expressly records that no evidence was provided in support of the hardship application.
39. It is for the Tenant to satisfy the Tribunal that she would suffer undue hardship if the increase were to take effect on the date specified in the notice. Whilst the Tribunal does not doubt the sincerity of the Tenant's concerns, unsupported assertions are insufficient for the Tribunal to make a finding of undue hardship. In the absence of any evidence of income, expenditure, savings, liabilities or other

financial circumstances, the Tribunal is unable to conclude that the statutory test is met.

40. Accordingly, the Tribunal is not satisfied that the Tenant has established undue hardship and the application for postponement of the effective date of the rent increase is refused.

Decision

41. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £650.00 per calendar month with effect from 23 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.

