

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BQ/MRA/2026/0013
Property	19 Brassey Street, Middleton, Manchester, M24 6AU
Tenant	Terence Devaney
Landlord	Wilds Investment Group Ltd
Landlord's Address	Unit 23-34 Failsworth Industrial Estate, Failsworth, Manchester, M35 0BN
Landlord's Representative	John Wilds
Date of Application	28 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Steer & Mr Hossain MRICS
Date of Decision	05 October 2026
Rent Determined	£1,100.00 per calendar month
Date of Valuation	29 July 2026
Date the new rent takes effect	02 November 2026

REASONS FOR THE DECISION

Background

1. On 28 May 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 ("Act") which proposed a new rent of £1,200.00 per calendar month (pcm) in place of the existing rent of £900.00 pcm to take effect from 29 July 2026 ("Notice").
2. On 28 May 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 ("Application").
3. The tenancy commenced on 01 March 2023. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per tenancy agreement and 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. There are no service charges payable by the Tenant and the Property was let to the Tenant on an unfurnished basis save for the provision of some white goods and appliances namely a cooker with hob, a fridge freezer and electric fire.

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.

Hearing

8. The Landlord did not request an inspection of the Property or an oral hearing. The Tenant did request both an inspection of the Property and an oral hearing

which was approved by a decision of the Tribunal on 11 June 2026. The Panel attended the Property on 28 September 2026. The tenant was in attendance during the inspection but the Landlord did not attend. A hearing was held on 28 September 2026 at 2pm by video platform. Both the Landlord and the Tenant attended the hearing remotely. The Tribunal has considered this case on the basis of the Property inspection, an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a 3-bedroom semi-detached house located in Middleton. The Property offers the following accommodation:

Internal: Kitchen and dining/living room (ground floor) and 3 bedrooms and a bathroom (first floor).

External: Front and rear garden.

The Property benefits from gas central heating and UPVC doors and windows.

Evidence

10. The parties completed the relevant MR1 form (Tenant), MR2 form (Landlord) and MR3 (Tenant's reply).

The Tenant

11. The Tenant made the following comments relevant to the determination of a market rent for the Property in the Application, supporting evidence, the MR3 form and in oral submissions at the hearing:

(a) That he has lived at the Property for three years and during this time the Landlord has not repaired the Property. At the time of the Application, the Tenant complained of the following issues:-

- Dry rot in the dining/living room;
- A cooker which has never worked;
- A defective boiler;
- Failing external brickwork;
- Broken floorboards;
- Broken bedroom window;
- A front door which leaks when it rains;
- Gaps in internal door hanging.

- (b) That the proposed rent increase is unaffordable and was instigated by the Landlord in retaliation after the Tenant contacted Rochdale Council due to the alleged disrepair at the Property.
- (c) That bedroom three is incredibly small, the Tenant is unable to fit a single bed in it and the space is unusable.
- (d) That the comparable properties provided by the Landlord are all properties in better condition than the subject Property.

12. The Tenant did not provide any comparable properties.

The Landlord

13. The Landlord made the following comments relevant to the determination of a market rent for the Property in their MR2 form, associated evidence and in their oral submissions at the hearing:
- (a) That the Property has undergone restoration works in many areas over the past few months. The Landlord admitted that some works remained outstanding but alleged that the Tenant is now refusing access to the Property.
 - (b) That the market rent for the Property was between £1,200 pcm and £1,400pcm based upon comparable properties in the locality and the proposed rent has been kept at the lower end of this range.
 - (c) The Landlord states that the proposed rent increase was only served due to increases in his costs including his mortgage repayments.
14. The Landlord provided 4 comparable properties advertised for rent all within less than a mile from the Property. They were all three-bedroom properties with rents ranging in price from £1,150 pcm to £1,395 pcm. Two of the comparables were semi-detached properties and two were terrace properties.

Determination and Valuation

15. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be

disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

16. Relying on its own expertise and general knowledge of rental values in the area, the written and oral submissions by the parties and the rental evidence provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,200 pcm. A rent of £1,200 pcm is the rent we would expect the property to let for in the open market in good condition at the valuation date.
17. The Tribunal considered that the Landlord's comparables were helpful but noted that the comparable at Shrewsbury Close appeared to be a brand new property and that the Ennerdale Road and Higher Wood Street comparables were both terraced properties. Having regard to all of the information provided by the parties, the Tribunal considers that the appropriate open-market rent for the subject Property is £1,200 pcm.
18. With regards to adjustments to the market rent, the Tribunal has taken into account the following:
 - (a) At the valuation date of 29 July 2026, the vast majority of the repairs noted by the Tenant at paragraph 11(a) above (with the exception of the dry rot) remained outstanding. Following the inspection of the Property the Tribunal also noted the standard of repair of the Property. The Tribunal agreed that an adjustment should be made to the market rent to reflect the condition of the Property at the valuation date.
 - (b) Although the Tribunal accept that bedroom 3 was very small, the Tribunal do not accept that the space is unusable. Further, based upon the evidence provided to the Tribunal, they are not persuaded that the Tenant has refused access to the Property to the extent that the works of repair identified could not have been completed within a reasonable timeframe.

The full valuation is shown below:

Starting Rent		<u>£1,200.00</u> pcm
<u>Less</u>		
a) Items given under a) above	£ 100.00	
b) Items given under b) above	£ 0.00	<u>£ 1,100.00 pcm</u>
Open-Market Rent		£1,100.00 pcm

Undue hardship

19. 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.
20. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because the rent increase is significant and it is unaffordable based upon his current salary and outgoings. The Landlord did not comment on the Tenant's application for postponement due to hardship.
21. The Tribunal can only find that undue hardship would be caused by the rent increase on the basis of the evidence produced. The Tenant failed to provide any specific evidence of his personal financial hardship. With no actual evidence provided to the Tribunal, the Tribunal cannot (as a finding of fact on the basis of the information provided) conclude that undue hardship has been caused by the rent increase. The Tribunal therefore is unable to consider that the increase in rent would cause the Tenant undue financial hardship and accordingly does not fix a later starting date.

Decision

22. Therefore, the Tribunal determines the new rent amount at £1,100 pcm with effect from 2 November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of this decision.

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 after 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.