

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BM/MNR/2026/0091
Property	21 Oak Lane, Whitefield, Manchester, M45 8FT
Tenant	Ataka Shabbir
Tenant's Representative	Lyons Davidson Solicitors
Landlord	Umme-Ayman Hussain
Landlord's Address	2 Otter Court, Reading, RG2 8SR
Landlord's Representative	Silverdale Solicitors
Date of Application	27 February 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	£900.00 per calendar month
Date the new rent takes effect	01 March 2026

REASONS FOR THE DECISION

Background

1. On 20 January 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 £800.00 pcm to take effect from 01 March 2026 ("Notice").
2. On 27 February 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 current tenancy commenced on 01 January 2025. 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 a free-standing double oven with hob and grill and a large wardrobe in the master bedroom.

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 but did request 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 01 April 2026. The Panel attended the Property on 28 September 2026. The Tenant's husband (Mr Wasim) and Solicitor (Mr Lall of Lyons Davidson Solicitors) were in attendance at the Property inspection. The Landlord did not attend. A hearing was held on 28 September 2026 at 3.30pm by video platform. The following people attended the hearing remotely:

- The Tenant and her solicitors (Mr Lall of Lyons Davidson Solicitors and Ms Iberszer)
- The Landlord's legal representative (Mr Amin of Silverdale Solicitors)

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 Whiteside. The Property offers the following accommodation:

Internal: Living/dining room, kitchen, further room to the rear and downstairs w/c shower room (ground floor) and 3 bedrooms and a bathroom (first floor).

External: Driveway, front and rear garden and garage.

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 the Property is currently affected by ongoing disrepair which significantly impacts both the rental value and the usability of the Property. This includes damaged paving, leaks, mould, an unusable downstairs w/c and adjacent room, a damaged kitchen door, defective extractor fan and loose and dangerous hallway bannister.
- (b) That the local authority enforcement officer has been involved regarding the disrepair since April 2025.

- (c) That the Cardwell's inspection report provides a rent which may be achieved if the Property was in repair and the various items identified in the report had been carried out.

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 Tenant has misrepresented the size of the rooms, given incorrect measurements and failed to mention the additional room at the rear of the Property, the garage and the rear garden with decking.
- (b) That the damp and mould at the Property has arisen due to the Tenant's failure to properly ventilate and/or clean surfaces at the Property.
- (c) That the Tenant has refused to allow and/or prevented access to the Property on more than one occasion.

14. The Landlord provided 1 comparable property advertised for rent on Rightmove in the same location as the Property. The comparable was a three-bedroom semi-detached house with an asking rent of £1,295 pcm. The Landlord also provided an inspection report dated 08 April 2026 from a local estate agents, Cardwells, who stated that the Property "*would rent for in the region of £1300 to £1400 pcm.*"

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 £1,200.00 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. From this level of rent, the Tribunal has made adjustments in relation to the following:

- (a) The condition of the Property. The Tribunal noted a number of outstanding repair issues at the Property during their inspection, the majority of which were noted on Cardwell's inspection report commissioned in April 2026 and hence have existed for some time. The most significant of which relate to:

External

- i) A number of paving slabs to the driveway were loose and lifting requiring re-laying on firm sand and cement mortar.
- ii) Significant peeling paint and weathered gutters and bay windows to the front elevation.
- iii) Box soffit boards rotten to the rear of the Property.
- iv) Some Landlord's building materials left to the rear of the Property.

Internal – Ground Floor

- i) Tenant concern with secure front door.
- ii) Defective oven and grill in the kitchen.
- iii) Handrail and bannister loose with wide metal spindles.

Internal – First Floor

- i) Defective extractor fan in bathroom.
- ii) Significant mould growth evident to ceiling in bathroom.
- iii) Front small bedroom has a defective light fitting.

The Tribunal also noted during the Property inspection the unfinished works to the ground floor shower room and w/c which were started in 2025. This room is not operational with loose hanging electric wires. An adjustment has been made to the market rent to reflect the usability of this space.

- (b) 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
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Less

a)	Items given under a) above	£ 300.00	
b)	Items given under b) above	£ 0.00	<u>£ 900.00 pcm</u>

Open-Market Rent		£900.00 pcm
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Decision

18. Therefore, the Tribunal determines the market rent at £900.00 pcm with effect from 01 March 2026, being the date specified in the Notice.

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.