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|  | **FIRST - TIER TRIBUNAL**<br>**PROPERTY CHAMBER (RESIDENTIAL PROPERTY)** |
| **Case Reference** | **MAN/00BU/MRA/2026/0127** |
| **Property** | **8 Gleave Street, Sale, Cheshire M33 7BR** |
| **Tenants** | **Ms. Aziz Fatima Tariq** |
| **Tenant's Representative** | |
| **Landlord** | **Mr. Stephen Cottrell** |
| **Landlord's Address** | **Irton Hall Holmrook CA19 1TA** |
| **Landlord's Representative** | **Thomas Cottrell** |
| **Date of Application** | **18 August 2026** |
| **Type of Application** | **Determination of a Market Rent sections 13 & 14 of the Housing Act 1988** |
| **Tribunal Members** | **Mr. John Murray LLB Chair**<br>**Mr. Amin Hossain MRICS** |
| **Date of Decision** | **14 October 2026** |
| **Rent Determined** | **£1150.00 per calendar month** |
| **Date the new rent takes effect** | **24 October 2026** |

## REASONS FOR THE DECISION

### Background

1. On 30 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1150 per calendar month (pcm) in place of the existing rent of £975.00 pcm to take effect from 24 September 2026.

2. On 18 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 assured shorthold tenancy commenced on 24th January 2022 for a fixed term of twelve months at a rent of £825 pcm. A new assured shorthold agreement was entered into on 23 March 2023 for a fixed term of 12 months at a rent of £850 pcm. All of these agreements were arranged through agents.

### 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. 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

**The Property**

8. The Property is described in the application as a two bedroomed terraced house with one living room (approximately 4.46 x 4.21m) and kitchen, (approximately 2.5m x 2.11m), two bedrooms, (approximately 4.15m x 3.48m and 4.14m and 2.49m) a bathroom (approximately 2.05m x 1.92m). It has a back garden with patio.

9. No furniture is provided. There are no service charges. The Applicant said that there have been no improvements.

**HEARING**

10. Neither party requested an inspection, but a video hearing took place on 14th October 2026. The Tribunal has considered this case on the basis of the papers provided by the parties, the evidence taken at the hearing and its own knowledge and specialist expertise.

11. The Applicant appeared in person. The Respondent was represented by his son, Thomas Cottrell, who manages the property on his behalf.

**Evidence**

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

*The Tenant.*

13. The Tenant made the following comments:

14. The tenant described the Tenancy History. The Initial Tenancy began on 24th January 2022 under an Assured Shorthold Tenancy (AST) through the Landlord's agents Thornley Groves. A Second Fixed-Term Tenancy was signed, and dated by the landlord on 11 April 2023, stating: "The agreement is for an initial fixed term of 12 months starting on 23rd March 2023." The tenancy Became a Contractual Periodic tenancy from 23 March 2024.

15. The Tenant considered the rent at the start of the tenancy was consistent with market rates for similar two-bedroom terraced houses in Sale, and the first rent increase to £850 remained within normal market range.

16. The Landlord had sent a letter on 4 December 2024 stating:

17. "Your contract has been renewed for another 12 months… All other aspects remain the same." The Tenant asserted that the letter did not create a new tenancy but simply a rent-increase notification. The rent was raised to £975, which was significantly above the open-market rent for 2024.

18. The tenant asserted that the Landlord's email correspondence from October–November 2024 showed that the landlord repeatedly pressured her for an immediate decision, stating "I need a decision ASAP." He had threatened to issue notices and remarket the property if the tenant did not respond quickly: "If I don't hear back I will issue relevant notices & remarket the property." He claimed the proposed rent was "below market value," which the Tenant stated was factually incorrect.

19. She compared the Property to a different two-bedroom house listed at £1100, despite that property having a private garden, larger kitchen, and more space. He referred to the increase as a "new tenancy contract" even though no new tenancy had been issued or entered into.

20. During the negotiation, the tenant raised factual points about the Property having a very small kitchen and second bedroom; no bath (shower only); no private garden (communal passageway only); no additional storage room (unlike neighbouring houses).

21. The tenant wrote that at the time, she had no knowledge of government rent-fairness criteria or open-market rent range so did not challenge the increase formally in 2024.

22. She submitted photographs showing ant infestation, a gap around the pipe to the boiler, and pipes in the kitchen some mould on walls, and a crack along the stairway beading.

*The Landlord*

23. The Landlord completed his MR2 Form stating:

24. In relation to property conditions, the Landlord stated that all works that had been communicated by the tenant have been carried out in a timely manner. He stated that no outstanding maintenance had been reported by the tenant.

25. In relation to the rent, the Landlord stated: Existing rent is £975 per month.

26. "We have just rented an identical house on the adjoining street (34 Dane Road) which is a 2 bed terrace on a much busier road. This was rented for £1150pcm. A rightmove search for this postcode within 0.5 mile, the cheapest property is a 1 bedroom apartment at £1050pcm. Similar Houses are renting in the area between £1200 & £1300pcm. I also attach an email from Thornley Groves Estate Agents who confirm their thoughts on the rental amount for this property. See their valuation thoughts attached along with local comparison reports. The tenant has not provided evidence of any similar properties close to the rental value they are proposing."

27. The Landlords' evidence contained an advertised 2 bedroomed terraced house in Joynson Street Sale (£1250), Chapel Road Sale (£1250) and Ventnor Avenue Sale (£1195). An email from their agent stated that £1150 pcm was a fair price taking into account the smaller second bedroom; houses with a larger second bedroom were renting for around £1200 - £1250 pcm.

*The Tenant's reply*

28. The Tenant completed her MR3 Form stating:

29. Comparable rents for similar properties in the area were between £850 - 950, and not £1150 as claimed. The Landlord's proposed increase was not supported by genuine market evidence. The landlord relied on Best Price Guides, Rightmove listings, estate agent emails, all of which show advertised

asking prices, not achieved rents. Realistic market-rent evidence had already been provided in their original submission. The landlord's comparators did not reflect the condition or layout of my property and relied on asking prices rather than achieved rents.

**DISCUSSION AT THE HEARING**

30. The Tenant was asked for submissions as to why the Notice was not valid, as this would negate the application. She was strongly of the view that the tenancy was the one commencing in 2022, her first tenancy. It was explained to her that the 2023 agreement, signed by all parties, did in law supercede the previous agreement. In the circumstances the notice was held to be valid.

31. In relation to market evidence, the Tenant said that market evidence in 2024 was that a two-bedroom terraced houses in Sale typically rented for £850–£900 per month and was rarely above £925 unless newly renovated or with a private garden. The Property did not have a private garden, was not newly renovated, and was a standard terraced house and £975 was above market rate.

32. She went on to say that in 2026, similar two-bedroom terraced houses in Sale rent for £875–£950 per month; high-end properties may reach £975, but £1150 was far above market level for this type of property and was not reflective of market conditions. She said that in 2024 she did not understand market rents so she had agreed to the new rent level

33. The Tenant said that all the properties she had seen on Right move have more storage space. Her second room is really small, kitchen was really small, the back garden was a communal area. The storage space was basic, the feedpipe was missing, she had no heating in the kitchen, and slugs appeared every night.

34. In relation to repairs she said she would normally report these by email, and someone would attend. The last visit was when they repaired the extractor fan. She told the contractor about the leak to the guttering and the contractor suggested that she not clean the gutters. The Landlord's representative queried whether she had communicated with the contractor and not told him, as he was responsible for management. He said that he had no messages from the Tenant to say she was waiting for anything.

35. The Tenant admitted that aside from her submissions, she had not provided any independent evidence of comparable properties in her bundle. The Tribunal explained to her that there was no jurisdiction for a Tribunal to order

a repayment of rent paid since 2024 which she had on the face of things agreed to in any event.

36. In relation to financial hardship the Tenant acknowledged that she had not submitted any evidence in support of this, so it was not a matter the Tribunal could consider.

37. The Landlord's representative referred to having let a property on Dane Road, a busy street at £1150 pcm. Dane Road was very near to the Property but Glebe Street is a quieter location. He had reached out to Lettings Agents Thornley Groves who originally let the Property to the Tenant and there were no properties offered in that area for £1000 or less. He said that there may be repairs to the property to carry out but he would be more than happy to address the issues. He accepted that it was not right to compare it like to like with a brand new or modernised property which would go for £1500 pcm. The Landlord's Agent confirmed that Dane Roadhad an identical layout is a mid terrace, not an end terrace, and similarly has a double bedroom and a box room but has no garden at all.

**DETERMINATION AND VALUTION**

38. The Tribunal considered the evidence before it. The Tenant had provided no comparables so there was nothing to support her position. The Landlord had provided comparables in support of their position.

39. Relying on the submissions of the parties and the evidence provided the Tribunal considers that the market rental of the subject Property in its current condition would be in the order of £1150 pcm. This is the rent we would expect the property to let for in the open market. We did not see any evidence of repairs reported to the Landlord that remained unaddressed, and nothing to have a material impact on the rental value of the Property.

40. There was no evidence of Undue hardship for the Tribunal to consider so the rent increase will take effect from the date of our determination.

41. In accordance with s14ZB(3)(b) of the Housing Act 1988 the rent increase will take effect on the date of the first new period of the tenancy beginning on or after the date of the determination, being in this case the 24th 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 (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.