	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BN/MNR/2026/0176**
Property	**13 Belvoir Avenue, Levenshulme, Manchester M19 3AN**
Tenant	**Nadeem Qaisar and Raheela Kousar**
Tenant's Representative	**Claire Poppleton, Greater Manchester Law Centre,**
Landlord	**Asma Kabir**
Landlord's Address	**14 Orville Drive, Burnage, Manchester M19 2JW**
Landlord's Representative	**Usman Ahmed**
Date of Application	**31 March 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 N Foster FRICS**
Date of Decision	**12 October 2026**
Rent Determined	**£1,100.00 per calendar month**

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Date the new rent takes effect	**1 April 2026**

REASONS FOR THE DECISION

Background

1. On 26 February 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,300.00 per calendar month(pcm) in place of the rent stated in the notice to be the existing rent at the time of £1,150.00 pcm to take effect from 1 April 2026.

2. On 31 March 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 present tenancy commenced 1 March 2022. 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 stated in the application form that the only furniture provided was an electric oven with a gas hob. The Landlord replaced the carpets and lino in the Property two months ago, bar the hallway carpet which was replaced approximately a year ago.

Liability for Council Tax

7. 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.

8. None.

Hearing

9. Both the Tenant and the Landlord requested a hearing. The Tribunal issued directions that a hearing would take place remotely. Attending the hearing were the Tenants and the Landlord.

10. The Tribunal has considered this case on the basis of evidence heard at the hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Property is a mid terraced property which consists of a living room, kitchen/dining room, three bedrooms and a bathroom. There is a small courtyard at the rear.

12. The Property has gas central heating and double glazing.

13. The Property is located in a residential street in Levenshulme, approximately four miles south of Manchester City Centre. The immediate locality consists primarily of traditional terraced housing and the Property is situated close to Stockport Road, with access to public transport and local amenities.

Evidence

14. The parties completed the application, Rents 1A (landlord's reply) and Rent 1B (tenant's reply). The Tribunal heard from the Tenants' representative Ms Poppleton and from the Landlord's representative Mr Ahmed.

<u>The Tenants</u>

15. The Tenants contend that the open market rent should be determined at £1,100 per month rather than the £1,300 proposed in the section 13 notice. The Tenants state that they believe the current rent is £1,000 per month, not £1,150 per month as upon receipt of the previous notice a conversation took place that the rent would remain at £1,000 per month which is what they have continued to pay.

16. The Tenants' primary submission is that the subject property should not properly be regarded as a three-bedroom house because two of the upstairs rooms are materially smaller than would ordinarily be expected for bedrooms in a three-bedroom dwelling. They state that Bedroom 2 measures approximately 9.5 sq m and that the third bedroom is a box room measuring

approximately 5.95 sq m, which they say materially affects the rental value of the property. They therefore argue that the proposed increase is excessive when compared with genuinely comparable properties in the locality.

17. The Tenants rely upon a number of local market comparables obtained from Rightmove. These comprise:
    - A three-bedroom property on Guildford Road, M19 £1,100.00 pcm.
    - A three-bedroom, two-bathroom property on Curtis Street, M19 £1,195.00 pcm.
    - A three-bedroom property with a garden on St Mark's Street, M19 3HG £1,200.00 pcm.
    - A two-bedroom property described as finished to a high specification on Audley Street, M19 3FG £1,000.00 pcm

18. The Tenants submit that these examples demonstrate that a rent of £1,300 per month is above the market level for a property of the subject property's size, accommodation and specification. They maintain that the smaller bedroom accommodation should be reflected in the Tribunal's assessment. They also refer to improvements which they state they themselves undertook during the tenancy, including regular redecoration and replacement carpeting at the commencement of the tenancy, and say that these matters should be borne in mind when assessing the open market rent.

19. In addition, the Tenants state the Property has been in disrepair for some time and that the Landlord has only recently completed essential works to the Property which were prompted by a letter from the Housing Compliance & Enforcement Team at Manchester City Council. Those works included treatment of black mould, works to repair and render rear of the Property, treatment of dry rot in the living room, various repairs works in the back garden and renovations to the kitchen and landing and stair area. Carpets and laminate flooring were also replaced. The Tenants state that some of the rendering work to the rear exterior has not been completed and that the kitchen hasn't been fully refurbished. The Tenants contend that the historical disrepair should also be taken into account.

<u>The Landlord</u>

20. The Landlord rejects the tenants' proposed figure and maintains that the rent specified in the section 13 notice, namely £1,300 per month, accurately reflects the current open market rental value of the property.

21. The Landlord relies upon evidence indicating that the Property is properly described as a three-bedroom terraced house. This includes historical

marketing particulars which describe the dwelling as a three-bedroom mid-terraced house with gas central heating and double glazing and set out dimensions for each of the three bedrooms.

22. The Landlord also relies upon a market appraisal report and a schedule of local comparables. The current advertised lettings relied upon include:
    - 30 Seddon Street, Manchester M12 - three-bedroom terrace advertised at £1,350 pcm
    - Barlow Road, Levenshulme - three-bedroom terrace advertised at £1,250 pcm
    - Langdale Avenue, Manchester M19 - three-bedroom terrace advertised at £1,250 pcm
    - 43 Campbell Road, Manchester M13 - three-bedroom terrace advertised at £1,450 pcm

23. The Landlord further relies upon a number of recently marketed or withdrawn properties in the vicinity, including properties on Pascal Street, Monica Grove, Lincoln Avenue, Barlow Road, Cromwell Grove, Mayford Road, Hornbeam Road, York Street, Delamere Road and Balleratt Street, which were marketed at rents generally ranging between £1,295 and £1,450 per month. The Landlord submits that these comparables demonstrate that the proposed rent of £1,300 per month is consistent with prevailing market levels for terraced three-bedroom accommodation in the locality.

24. The Landlord further relies on evidence of expenditure incurred on the property, including remedial works, mould treatment, rendering, flooring replacement, garden works and other improvements undertaken during 2025 and 2026. It is submitted that the condition of the Property and the expenditure incurred support the level of rent proposed in the section 13 notice.

25. In relation to the size of the third bedroom the Landlord's agent submitted that from the picture provided by the Tenants the room was big enough for a single bed as a single bed is shown in the pictures.

26. Accordingly, the Landlord's position is that the subject property should be valued as a three-bedroom terraced house and that the comparable evidence supports a market rent at, or very close to, the proposed figure of £1,300 per calendar month.

Determination and Valuation

27. The Tribunal notes that there is a dispute between the parties as to the rent currently payable under the tenancy. The Landlord's notice states that the existing rent is £1,150 per calendar month, whereas the Tenants maintain that the rent remained at £1,000 per calendar month following a conversation concerning an earlier proposed increase. The Tribunal does not consider it necessary, for the purposes of this application, to determine that dispute. The Tribunal's task is to determine the rent at which the Property might reasonably be expected to be let in the open market and the determination of the contractual rent previously payable is not necessary for that exercise. The Tribunal therefore makes no finding as to which of £1,000 or £1,150 per calendar month was the rent payable immediately before the present notice.

28. The Tribunal has considered the Tenants' evidence concerning the previous condition of the Property and the remedial works subsequently undertaken by the Landlord. The Tribunal's task, however, is to assess the Property for the purposes of determining its current open market rental value. Historical disrepair which has since been remedied does not of itself justify a deduction from that value. The Tenants stated that some items of work remain outstanding, including aspects of the rendering to the rear and the kitchen works. However, on the evidence available to it, the Tribunal is not satisfied that the remaining matters are such as to warrant a specific deduction from the market rent. The Tribunal has therefore valued the Property having regard to its condition at the relevant date rather than making an allowance for its previous condition.

29. The Tribunal has also considered the Tenants' submission that the Property should effectively be regarded as a two-bedroom rather than a three-bedroom dwelling because of the size of the second and third bedrooms. The Tribunal does not accept that submission. On the Tenant's evidence bedroom 2 measures approximately 9.5 square metres and bedroom 3 approximately 5.95 square metres. The Landlord submits that the third bedroom measures 6.97 square meters. The Tribunal does not consider it necessary to resolve that difference. On either measurement, bedroom 3 is a small box room. The photographic evidence demonstrates that it can accommodate a single bed and it therefore provides sleeping accommodation and contributes to the overall utility of the Property. The Tribunal considers that a prospective tenant would regard the Property as a modest three-bedroom terraced house rather than as a conventional two-bedroom dwelling. The significance of the size of bedrooms 2 and 3 lies not in the classification of the Property, but in the extent to which their limited size and utility affect the rent that a prospective tenant would be prepared to pay when compared with larger and better-proportioned three-bedroom houses.

30. The Tribunal has considered carefully the comparable evidence produced by both parties. The Landlord produced a relatively large number of properties, with advertised rents generally between £1,250 and £1,450 per calendar month. However, the information supplied in respect of those properties was limited. In general, only a single photograph was provided, sometimes showing the exterior of the property and on other occasions an internal view, accompanied by only a brief description. There was therefore insufficient information concerning matters such as the size and configuration of the accommodation, internal specification and overall condition to enable the Tribunal to make a reliable comparison with the subject Property. The Tribunal consequently attaches limited weight to the Landlord's comparable evidence.

31. The Tribunal found the Tenants' comparables to be of greater assistance, particularly the three three-bedroom properties. Those comprised Guildford Road at £1,100 per calendar month, Curtis Street at £1,195 per calendar month and St Mark's Street at £1,200 per calendar month. The Tribunal has not placed significant weight upon the Audley Street property at £1,000 per calendar month because that property has only two bedrooms and was described as being finished to a high specification.

32. Of the three-bedroom comparables, the Tribunal considers the Curtis Street property to be superior to the subject Property because it provides a second bathroom. The St Mark's Street property, although also having three bedrooms and one bathroom, appeared from the photographic evidence to be finished to a higher specification than the subject Property. Those differences limit the assistance to be derived from their respective asking rents of £1,195 and £1,200 per calendar month.

33. The Tribunal found the Guildford Road property to provide the closest comparison. It is a three-bedroom property with one bathroom and was marketed at £1,100 per calendar month. The Tribunal considers that figure to be consistent with the rental value of the subject Property, particularly when account is taken of the relatively small size third bedroom.

34. Considering the evidence as a whole, including the type, location, accommodation, condition and specification of the Property, the Tribunal considers that the best evidence of its open market rental value is provided by the Guildford Road comparable, considered alongside the other three-bedroom evidence. The Tribunal determines that the rent at which the Property might

reasonably be expected to be let on the open market is therefore £1,100 per calendar month.

35. The Tribunal is satisfied that £1,100 per calendar month represents the market rent of the Property having regard to the statutory assumptions and the evidence before it.

Open-Market Rent **£1100.00 pcm**

Undue hardship

36. The new rent takes effect from the date specified in the Landlord's notice of increase 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 the date a Tribunal makes its determination.

37. The Tenants have asked the Tribunal to fix a later starting date in this case. The Tenants contend that implementation of the rent increase proposed by the Landlord would cause them hardship. In their application, they state that the proposed increase represents an additional £300 per month, that the family receives welfare benefits, that the first tenant works part-time as a taxi driver and suffers from chronic back problems which limit the hours he is able to work, and that the household would be unable to afford the increase sought. The Tenants did not, however, provide any supporting documentary evidence. No bank statements, benefit award notices, wage information, medical evidence or schedule of household income and expenditure were produced in support of the application. The Tenants expressly indicated in their application that no evidence was being provided to substantiate the alleged hardship.

38. The Landlord did not advance any detailed response to the tenants' hardship application. Although the Landlord's Rents 1A form indicated a wish to draw evidence to the Tribunal's attention regarding hardship, no substantive evidence or detailed submissions were provided in response to the tenants' assertions.

39. The Tribunal has considered the Tenants' application. The burden rests upon the Tenants to satisfy the Tribunal that implementation of the determined rent from the date specified in the notice would cause undue hardship. Whilst the Tribunal accepts that the Tenants have described financial pressures arising from their circumstances, the application is unsupported by any documentary evidence from which the Tribunal could properly assess the household's financial position, income, expenditure or ability to meet the increased rent. In the absence of such evidence, the Tribunal is not satisfied that undue hardship

has been established. The application is therefore refused and the Tribunal directs that the determined rent shall take effect from the date specified in the Landlord's notice.

Decision

40. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £1,100.00 per calendar month with effect from 1 April 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.