	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BM/MRA/2026/0086**
Property	**33 Windermere Drive, Bury, Gt Manchester, BL9 9QF**
Tenant	**Simon Howarth & Linda Howarth**
Tenant's Representative	
Landlord	**Revive Real Estate SPV Ltd**
Landlord's Address	**Suite 7.1, 8 Exchange Quay, Salford, M5 3EJ**
Landlord's Representative	
Date of Application	**27 July 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr S Wanderer MRICS – Chair** **Ms H Dobby**
Date of Decision	**21 October 2026**
Rent Determined	**£1,241.00 per calendar month**
Date the new rent takes effect	**20 November 2026**

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REASONS FOR THE DECISION

Background

1. On 15 July 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,241.00 per calendar month (pcm) in place of the existing rent of £1,130.00 pcm to take effect from 20 October 2026.

2. On 27 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 20 October 2023. 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. The Tenant does not pay any service charges. The Property is let unfurnished.

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. N/A.

Hearing

8. 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

9. The Property is a semi-detached house providing the following accommodation:

   Ground Floor: living room, kitchen
   First Floor: 3 bedrooms, bathroom,
   Outside: front and rear gardens

The Property is situated on the Redvales Estate in Bury, close to amenities. Manchester city centre is approximately 7 miles to the south.

Evidence

10. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply) forms.

The Tenant

11. The Tenant noted that repairs were required to the garden fence, however no details or photographs of the alleged disrepair were provided.

12. The Tenant provided the neighbouring property, 31 Windermere Drive, as a comparable, submitting that the rent paid for that property was £900. No actual evidence of this rent or the date or circumstances this rent was said to have been agreed were provided.

The Landlord

13. The Landlord for its part noted that, unlike 31 Windermere Drive, the subject Property had undergone full renovation at substantial cost in 2023.

14. The Landlord provided 16 comparables, all being similar properties located within the Redvales Estate, with rents ranging between £1,250 and £1,288 pcm.

15. In addition, the Landlord provided 6 comparables drawn from a wider area showing rents ranging between £1,250 and £1,500 pcm.

Determination and Valuation

16. The Tribunal considered the comparables provided by both Tenant and Landlord. The Tribunal noted that the comparable provided by the Tenant was unverified and related to an un-refurbished property. By contrast, the Landlord provided a number of comparables which were for similar properties and showed a consistent level of value.

17. Relying on its own expert, general knowledge of rental values in the area and the comparables provided by the parties, the Tribunal considers that the market rental of the subject Property in good order would be in the order of £1,250.00 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as comparable properties.

18. The Tribunal considers the property to be in overall good condition. As such, no adjustments are warranted and the market rent is determined as below.

Market rent

£1,250.00 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. Only very limited information and no supporting evidence was provided as to the Tenant's financial position.

21. Whilst any significant increase in rent will inevitably cause some measure of hardship, in considering whether to exercise its discretion to postpone the rent increase, the question for the Tribunal is whether undue hardship will be caused. In this case, the Tribunal does not consider that a case for undue hardship is established. Accordingly, the new rent will take effect the beginning of the first period of the tenancy following determination.

Decision

22. The Tribunal determines the new rent at the amount proposed by the Landlord of £1,241.00 per calendar month with effect from 20 November 2026 as this is lower than the open-market rent determined by the Tribunal.

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.