	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00CB/MNR/2026/0359**
Property	**370a Poulton Road, Wallasey CH44 4DD**
Tenant	**Emma Lorraine Williams**
Tenant's Representative	
Landlord	**Ashma Ul-husnah**
Landlord's Address	**32 Oxton Road, Birkenhead CH41 2QJ**
Landlord's Representative	**Sterling Property Co Limited**
Date of Application	**13 July 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge Angela Davies** **Tribunal Member Huw Thomas FRICS**
Date of Decision	**7 September 2026**
Rent Determined	**£550 per calendar month**
Date the new rent takes effect	**1 July 2026**

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REASONS FOR THE DECISION

Background

1. On 29 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £675 per calendar month (pcm) in place of the existing rent of £425 pcm to take effect from 1 July 2026.

2. On 8 July 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. In his response to the application dated 5 August 2026 the Landlord reduced the proposed new rent to £550.

4. The assured tenancy commenced on 20 May 2003 for a term of 12 months. The rental period is a calendar month.

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets, curtains and white goods specified below) and the costs relating to the same.

6. None

Liability for Council Tax

7. The Tenants are 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

Inspection/Hearing

9. 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

10. The Tribunal was not asked to inspect the property and did not consider it necessary to do so in order to determine the market rent.

11. The Property is an unfurnished 2 bedroomed flat on the first and second floor above a shop. There is gas central heating and double glazing, a gas fire and an over-bath shower.

12. Externally, there is a rear entrance yard accessed from an alleyway.

13. Undated photographs supplied by the Tenant show very severe damp and mould on the bathroom walls, severe damp on the living roomwall with peeling wallpaper, badly worn carpets. The damp walls (Category 2 hazard) were the subject of the improvement notice served in March 2026, along with other hazards. Further photographs taken by the Tenant were supplied only by way of a link in an email, and were not accessible to the Tribunal. However the Tribunal has an updated photograph of the bathroom showing the addition of waterproof wall panels above the bath.

14. The Landlord advises that all the works required by the Council were completed to its satisfaction by 11 May 2026. He further states that damage to the Property is due to wear and tear or has been caused over the years by the Tenant and the cats which she keeps in the flat. The Landlord supplied a statement from his builder which confirms difficulties he had in obtaining access and carrying out work in the Property, the apparent presence of a second adult at the Property, numerous bicycles and scooters within the Property which the Landlord believes suggests that a business is being carried on there, and that the drains were found to be blocked with plastic bags.

Evidence

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

The Tenant.

16. The Tenant made the following comments:

    She provided the flooring currently in the Property, the lock on the gate and the front door, the bathtaps, a replacement sink and, externally, a drain unblocker.

The Tenant did not provide rental comparables but says that on checking RightMove, OpenRent and Zoopla she concludes that the market rent for the Property should be £550 pcm. She also says that her neighbours' homes are in a better state of repair than the Property and that they report paying rent of between £500 and £565 pcm.

The Tenant further says that she considers that the Landlord wishes her to leave the Property, and that the original proposed rent increase was a retaliatory response to the Improvement Notice.

The Landlord

17. The Landlord has not provided comparable rents.

Determination and Valuation

18. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in tenantable repair would be in the region of £600 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 the comparable properties including having white goods and curtains provided by the landlord.

19. The Tenant's improvements are not considered to have effect on the rent. From this level of rent therefore the Tribunal has made adjustments as follows:

Market rent	**£600.00 pcm**
Less allowance for	
Disrepair and necessary modernisation	£50.00
Rent payable	**£550 pcm**

The Tribunal further noted that the parties both suggested a rent of £550 pcm by the time this application was determined.

Undue hardship

12. 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.

20. The Tenant has asked the Tribunal to fix a later starting date because she is in receipt of benefits due to poor health. She produced evidence of the benefits she receives, including housing benefit. The Tribunal was not supplied with a schedule of the Tenant's outgoings.

21. The Landlord claims that a second person lives at the Property with the Tenant, or is a regular visitor, and that he operates a cycle repair business from the Property. The Landlord further says that the Tenant drives a 2025 registration car, but the Tenant says that this is a motability vehicle which she has because of her disability.

22. The Tribunal finds there is insufficient evidence of hardship to justify altering the start date for the new rent.

Decision

23. Therefore, the Tribunal determines the market rent at £550.00 per calendar month with effect from 1 July 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.