	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BY/MRA/2026/0065**
Property	**Apartment 163, 6 Royal Quay, Liverpool, L3 4EX**
Tenant	**Jasmine Alty**
Tenant's Representative	**None**
Landlord	**Andrew McLoughlin**
Landlord's Address	**The Old Manor, 17 Mersey Lane South, Birkenhead, Merseyside CH42 1QQ**
Landlord's Representative	**City Residential Limited**
Date of Application	**17 July 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Colin Green (Legal Chairman)** **Joanna Bissett FRICS (Valuer Member)**
Date of Decision	**18 September 2026**
Rent Determined	**£970.00 per calendar month**
Date the new rent takes effect	**28 September 2026**

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REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between the parties dated (copy provided undated) an assured tenancy was granted of the Property for a term of one year commencing on 28 October 2024. The rental period is monthly with rent payable in advance on the 28th day of each month.

2. On 30 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (as amended) which proposed a new rent of £1,000.00 per calendar month (pcm) in place of the existing rent of £970.00 pcm to take effect from 28 September 2026.

3. On 17 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.

Allocation of Repairs between Landlord and Tenant

4. As per the tenancy agreement and section 11 of the Landlord and Tenant Act 1985.

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

5. No service charge. Furniture provided: One couch, one desk, one table and one bed.

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 & Inspection

8. Neither party requested an oral hearing or an inspection. The Tribunal is satisfied that it can properly consider this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a two-bedroom flat on the fourth of six floors at 6 Royal Quay, comprising a hall (with cupboard), lounge, kitchen, bathroom (with adjoining cupboard) and en-suite bathroom to the larger bedroom. There is gas central heating and double glazing throughout. There is one parking space.

10. As regards the condition of the Property, the Tenant states that the carpet is threadbare in parts.

Evidence

11. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply) forms, with supporting documents. The issues raised by the parties are best seen in their respective submissions and supporting evidence.

12. The Tenant provided the following comparables of asking rents:

a) Royal Quay (number not given), two-bedroom apartment with one bathroom, at £900.00 pcm;

b) 5 Royal Quay, two-bedroom apartment (presumably with one bathroom), at £950.00 pcm.

13. The Landlord's response was as follows. Although the Tenant's comparables should be considered, there have been many properties which have successfully been let at higher rents over recent months, which completely change the average rent in the development. The Landlord pointed out that the Tenant's comparables are one-bathroom flats, whereas the Property has two bathrooms, and those comparables do not have balconies as the Property does and are therefore less desirable.

14. The Tenant has been in the Property for four years with only one very small increase of £20.00, three years ago, despite rents across the city rising significantly many times. The proposed rent of £1,000.00 would be a total increase over the whole tenancy of only £50.00 (£20.00 plus £30.00).

15. The Landlord believes the rent proposed to be completely reasonable being that the increase is approximately 3% and over 4 years the total increase would be approximately 5%. Average rents across the city have risen 5.9% in the previous 12 months alone according to the ONS Price Index of Private Rents.

16. The Landlord provided a Rightmove report in support, in respect of the following:

a) Royal Quay, two-bedroom, second floor apartment with integrated appliances, at £1,500.00 pcm (no longer advertised);

b) 6 Royal Quay, top floor, two-bedroom Duplex apartment with new carpets and a balcony, at £1,495.00 pcm;

c) Royal Quay, two-bedroom apartment with two bathrooms and two balconies and an allocated parking space, at £1,100.00 pcm;

d) 4 Royal Quay, two-bedroom, fourth floor apartment (no other details but with apparent balcony), at £1,000.00 pcm;

e) Royal Quay, two-bedroom apartment with two bathrooms, parking and furnished, at £1,000.00 pcm;

f) Royal Quay, two-bedroom apartment with two bathrooms, a balcony, parking and furnished, at £1,000.00 pcm;

g) 4 Royal Quay, two-bedroom apartment, no other details other than washing machine, dishwasher, and fridge-freezer, at £1,000.00 pcm (no longer advertised);

h) 5 Royal Quay, two-bedroom apartment, fully furnished (no other details) at £950.00 pcm;

i) Royal Quay, fourth floor apartment with two double bedrooms, allocated parking, private balcony, fully furnished, at £950.00.

17. The Tenant responded to the above as follows.

18. *Summary position* – the Tenant does not consider the proposed rent of £1,000.00 pcm to be supported by the comparable evidence. The Property has two bathrooms and a Juliet balcony only; it does not have a full private balcony or any usable private outdoor space like some of the higher priced examples relied upon by the Landlord. The condition of the Property should also be taken into account, particularly the carpets, which are threadbare and shabby throughout and in need of replacement.

19. The comparable listings the Tenant has identified show similar properties in Royal Quay and the immediate area advertised between £850.00 and £995.00 pcm, with the closest like-for-like example at £900.00 pcm. Several examples with a lower rent are comparable in location and layout, while the comparable at £995.00 includes added benefits such as a full balcony, a good view of the city, and better presentation, making it materially different from the Property.

20. The Landlord's own Rightmove price guide includes Royal Quay comparables at £950.00 and £1,000.00 pcm, but also includes higher-priced properties that are materially different, including a penthouse, apartments with two balconies, properties with full balconies, and properties described as well-presented or with brand new carpets. Those examples are disproportionate when compared with the Tenant's two-bedroom, single-storey apartment, which has a Juliet balcony only and no usable private outdoor space, and should not be treated as direct comparables.

21. *Comparable rental evidence* – the following advertised online:

a) 4 Royal Quay, with a full balcony and two bathrooms, at £995.00 pcm, which is superior to the Property;

b) Royal Quay, two-bedroom apartment, with the same specifications as the Property, at £900.00 pcm;

c) Royal Quay, two-bedroom apartment, with only one bathroom, at £850.00 pcm;

d) Royal Quay, two-bedroom apartment, at £950.00 pcm;

e) Royal Quay, two-bedroom apartment, of lower specification than the Property, at £850.00 pcm.

22. *Response to Landlord's comments* – the Landlord states that some properties have let at higher rents and that this changes the average rent in the development. However, an average can be distorted by higher-specification properties if they are not directly comparable. In particular, penthouses and apartments with two balconies are materially different from my two-bedroom, single-storey apartment with no full balcony. In assessing the fair open market rent for the Property, the most relevant evidence should be comparable properties with similar accommodation, condition, outlook, floor level, balcony type, parking arrangements, and presentation.

23. The Landlord also states that the Tenant's examples are one-bathroom properties and do not have balconies. This is not fully reflective of the evidence. One of the Tenant's comparables is described as having the same specification as the Property and is advertised at £900.00 pcm (paragraph 22(b) above). In addition, the Property has a Juliet balcony only, which does not provide usable private outdoor space and should not be valued in the same way as a full private balcony.

24. The Landlord also refers to the length of the tenancy and previous rent increases. While the Tenant accepts the rent history, the Tribunal's assessment should be focused on the open market rent for this specific property in its current condition, rather than the cumulative increase over the tenancy period.

25. *Property condition* – the current condition of the Property should be reflected in the rent assessment. The carpets are threadbare and shabby throughout, with the particularly poorer areas shown in the supporting photographs. It also has dried paint on the floors, from before the Tenant moved in, and recorded in the original inventory log for the Property. This affects the overall presentation and quality of the accommodation and is a relevant distinction from listings described as well-presented or newly carpeted.

26. Where the Landlord's evidence includes properties described as having brand new carpets or being well presented, the Tenant does not consider those properties directly comparable without an adjustment for condition. The Property would reasonably attract a lower rent than a freshly presented or better-maintained apartment with equivalent accommodation.

27. The wider history of the Property should also be noted. The building had flammable cladding, and approximately one month after the Tenant moved into the Property in October 2022, scaffolding was erected directly outside the window. This was not included in the original advertisement of the property, nor did she know about it prior to moving in. The cladding remained in place until 2025 and resulted in intrusive disruption, including builders being positioned directly outside and able to look into the window. This significantly affected privacy, quiet enjoyment, and the overall quality of living in the Property for a substantial part of her tenancy.

28. *Market context* – the landlord refers to ONS data showing that average rents in Liverpool increased by 5.9% over the year. This is useful context, but it is not a substitute for comparable evidence for the subject property. The ONS local housing data states that private rents in Liverpool rose to an average of £905.00 in June 2026, an annual increase of 5.9% from £854.00 in June 2025. The proposed rent of £1,000.00 is therefore above the Liverpool average and should be supported by strong like-for-like evidence.

29. The Property should be assessed against comparable two-bedroom apartments in Royal Quay or the immediate waterfront area. Based on the listings

identified, the relevant comparable range appears to sit broadly between £850.00 and £995.00 pcm, with the closest like-for-like example at £900.00 pcm and multiple examples below £1,000.00 pcm.

30. *Conclusion* – For the reasons set out above, the Tenant does not consider the proposed rent of £1,000.00 pcm to reflect the open market rent of the Property in its current condition. The Property has a Juliet balcony only, with no usable private outdoor space, the carpet condition is poor, and comparable local listings show a number of similar Royal Quay two-bedroom apartments advertised below £1,000.00 pcm. The Landlord's higher-priced examples include properties that are materially superior or disproportionate, such as penthouses and apartments with two balconies, and should not be treated as equivalent to my two-bedroom, single-storey apartment. The Tenant therefore asks that the proposed increase is not applied and that the current rent of £970.00 pcm is maintained, or that any determination reflects the condition, specification, lack of usable private outdoor space, and property history when compared with the available market evidence.

Determination and Valuation

31. 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 in respect of the date of commencement of the new rent if an application for hardship has been made, which is not the case here.

32. The Tribunal has considered the rental evidence provided by both parties. The Tenant relies upon several comparable properties within the Royal Quay development and surrounding area which were marketed at rents below the proposed figure of £1,000.00 pcm. The Landlord relies on a Best Price Guide

and comparable properties within the same development, several of which were marketed at or around £1,000.00 pcm or above. The Tribunal considers that both parties have provided relevant evidence and has taken account of all comparables submitted.

33. The Tribunal accepts the Landlord's submission that the subject property benefits from a two-bedroom, two-bathroom layout together with allocated parking and is therefore superior to some of the lower-valued comparables relied upon by the Tenant. However, the Tribunal also notes that several of the Landlord's higher-valued comparables possess features not available at the Property, including full balconies, multiple balconies, penthouse accommodation, duplex layouts and enhanced views. The Tribunal is satisfied that these features can attract a rental premium in the open market.

34. The Tribunal attaches weight to the distinction between the Property's Juliet balcony and the full usable balconies available at several of the Landlord's comparable properties. Whilst the Property benefits from doors opening onto a Juliet balcony, it does not provide occupiers with accessible private outdoor space. The Tribunal considers this a material difference and reduces the weight it can attach to several of the Landlord's higher-valued comparables.

35. The Tribunal has also considered the Tenant's observations regarding the Property's condition. Whilst some wear to floor coverings was identified, the Tribunal does not consider that the evidence demonstrates defects of a nature or extent sufficient to justify any specific adjustment to the rental value. Similarly, whilst historical cladding works and scaffolding may have impacted the Tenant's enjoyment of the Property during part of the tenancy, those works had been completed by the valuation date (28 September 2026) and do not materially affect the current market rent.

36. Having considered all the evidence before it and relying upon its own knowledge and experience of rental values, the Tribunal is not satisfied that the Landlord has demonstrated that the open market rent of the property exceeds the current rent of £970.00 pcm. Whilst some market evidence supports rents

at or around £1,000.00 pcm, the Tribunal finds that the more directly comparable evidence is consistent with the current rent. The Tribunal therefore determines that the open market rent for the property at the valuation date is £970.00 pcm.

37. 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 (18 September 2026) that is, 28 September 2026 which is also the date of increase specified in the Landlord's notice of increase.

Decision

38. The Tribunal determines the new rent amount at £970.00 pcm with effect from 28 September 2026 as this is lower than the proposed rent of £1,000.00 pcm.

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.