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|  | **FIRST - TIER TRIBUNAL**<br>**PROPERTY CHAMBER**<br>**(RESIDENTIAL PROPERTY)** |
| **Case Reference** | **MAN/00BY/MNR/2026/0069** |
| **Property** | **51A Timpron Street, Liverpool, L7 6NP** |
| **Tenant** | **Adam Hesketh** |
| **Tenant's Representative** | **n/a** |
| **Landlord** | **Torus 62 Ltd** |
| **Landlord's Address** | **Horton House, Exchange Flags, Liverpool, L1 6RA** |
| **Landlord's Representative** | **Brabners LLP** |
| **Date of Application** | **10 March 2026** |
| **Type of Application** | **Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988** |
| **Tribunal Members** | **Tribunal Judge Steer &**<br>**Mr Hossain MRICS** |
| **Date of Decision** | **16 September 2026** |
| **Rent Determined** | **£132.69 per week** |
| **Date the new rent takes effect** | **06 April 2026** |

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## REASONS FOR THE DECISION

### Background

1. On 10 February 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 ("Act") which proposed a new rent of £93.80 per week (pw) in place of the existing rent of £89.50 pw to take effect from 06 April 2026 ("Notice").

2. On 10 March 2026, under Section 13(4)(a) of the Housing Act 1988 ("Act"), the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent ("Application").

3. The tenancy commenced on 21 January 2013. The rental period is weekly.

### Allocation of Repairs between Landlord and Tenant.

4. As per tenancy agreement and 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. There is a variable service charge payable by the Tenant which is not included in the rent. The Property was let to the Tenant 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. None.

### Hearing

8. The Landlord and Tenant did not request an inspection of the Property. The Landlord did not request an oral hearing, however the Tenant did request an oral hearing. A hearing was held on 18 September 2026 at 2pm by video platform. The Landlord's representative, Mr Gannon of Brabners LLP attended the hearing

remotely. The Tenant did not attend the hearing. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

**The Property**

9. The Property is a self-contained 1st floor flat, offering the following accommodation:

   Internal: One bedroom, one bathroom, living room, kitchen and hallway.

   External: Communal gardens

**Evidence**

10. The parties completed the relevant Rents 1 (Tenant), Rents 1A (Landlord) and the Rents 1B (Tenant) forms.

*The Tenant*

11. The Tenant made the following comments relevant to the determination of a market rent for the Property in the Application:

    (a) The Tenant alleges that when the tenancy agreement was signed it was verbally confirmed that by the Landlord that the rent increase would be no more than 1% per year. The Tenant states that the proposed rent is an increase of 19% when considering both the proposed rent increase and the new addition of a service charge.

    (b) A weekly rent of £85-£90 pw is a fair and reasonable amount with regards to the current market rent given that the Landlord is a social housing organisation.

    (c) The increase in rent proposed would cause financial hardship due to the Tenant's limited income and increasing cost of living.

15. The Tenant did not provide comparable rental evidence.

*The Landlord*

17. The Landlord made the following comments relevant to the determination of a market rent for the Property in their Rents (1A) form, the associated evidence and in their oral submissions at the hearing:

(a) Given that the Landlord is a Social Housing Provider, the Landlord does not contend that the rent payable by the Tenant following the service of the Notice represents a full market rent for the Property. Rather, the Landlord submits that the proposed rent remains significantly below market rent for comparable properties in the locality.

(b) The Landlord explained that rent increases are subject to restrictions by the Regulator of Social Housing which has resulted in a maximum rent increase for the subject Property of 4.8%. A rent increase of 4.8% is therefore permitted and in the Landlord's view represents a moderate increase which cannot be viewed evidentially as either excessive or unreasonable.

(c) The Landlord contends that the Tenant's proposed rent is unsupported by any objective market evidence and is inconsistent with both social rent policy and prevailing private sector levels of rent.

(d) The service charge is variable and does not form part of the rent for the Property and should therefore not form part of the rent for the purposes of the Tribunal's determination and falls outside of the scope of the Application.

18. The Landlord provided a 'Property Assessment Report' which included 10 comparable properties in the locality, all of which were 1-bed flats and had rents ranging from £515 pcm (£118.85 pw) to £890 pcm (£205.38 pw). The Landlord stated that weekly rents for comparable properties typically ranged from £135 to £250, with the majority of mainstream listings falling between £170 and £210 per week.

**Determination and Valuation**

19. 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 if an application for hardship has been made.

20. The Tribunal cannot consider the alleged verbal assurance of the rent increase which the Tenant relies upon. In any event this is denied by the Landlord and the Tribunal agree that they have jurisdiction to determine the market rent for the

Property under s13 and 14 of the Act. In addition, the variable service charges referred to by the Tenant do not form part of the rent for the purposes of the Tribunal's determination and fall outside of the scope of this Application. If the Tenant disputes the payability and/or reasonableness of the service charges claimed by the Landlord, he should consider making an alternative application to the Tribunal for the determination of the liability to pay service charges under s27A of the Landlord and Tenant Act 1985.

21. Relying on its own expertise and general knowledge of rental values in the area, the rental evidence provided by the Landlord, the oral submissions made by the Landlord at the hearing and the written submissions of the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £132.69 pw. 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 relied upon by the parties.

22. **As detailed at paragraphs 17(a) and 17(b) above, the Tribunal reiterates that its role is to assess the open market rent but the Landlord, who is a Social Housing Provider, is not obliged to charge the total of the full open market rent for the reasons explained above.**

23. The Tribunal agreed that the comparable properties provided by the Landlord of achieved rents for one bed-room flats in the locality were useful when considering the relevant market rent for the subject Property. Having considered them, the Tribunal considers that the appropriate open-market rent for the subject Property is £132.69 pw. The Tribunal agreed that no adjustments were warranted and the market rent is determined as below.

**Undue hardship**

24. The new rent takes effect from the date specified in the Landlord's notice 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 of its decision.

25. The Tenant confirmed in the Application that the proposed rent would cause him financial hardship due to his limited income and the increasing cost of living. The Tribunal can only find that undue hardship would be caused by the rent increase on the basis of the evidence produced. The Tenant failed to provide any specific evidence of income and outgoings to support his personal financial hardship. With no actual evidence provided to the Tribunal, the Tribunal cannot (as a finding of fact on the basis of the information provided) conclude that undue hardship has been caused by the rent increase. The Tribunal therefore is unable to consider that the increase in rent would cause the Tenant undue financial hardship and accordingly does not fix a later starting date.

## Decision

26. Therefore, the Tribunal determines the market rent at £135.69 pw with effect from 06 April 2026, being the date specified in the Notice.

27. The Tribunal reiterates that the determination is based upon the open market rent for the subject Property and that the Landlord, as a Social Housing Provider, is not obliged to charge the total of the full open market rent.

## 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 after 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.