	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BN/MRA/2026/0104**
Property	**10 Parkin Street, Manchester, M12 5RL**
Tenant	**Adeeba Shaheen and Muhammad Qasim Khan**
Tenant's Representative	**N/A**
Landlord	**Atiya Amin**
Landlord's Address	**21 Milford Drive, Manchester, M19 2SA**
Landlord's Representative	
Date of Application	**2 August 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 J Gittus MRICS**
Date of Decision	**16 October 2026**
Rent Determined	**£925.00 per calendar month**
Date the new rent takes effect	**5 November 2026**

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REASONS FOR THE DECISION

Background

1. On 13 July 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,200.00 per calendar month (pcm) in place of the existing rent stated in the notice to be £825.00 pcm to take effect from 5 September 2026.

2. On 2 August 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 Parties stated the tenancy commenced 1 January 2013. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

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

Service Charges or furniture provided by Landlord (other than carpets and curtains 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 Tenants state in the MR1 form that a sofa and a bed were provided with the Property, both of which they describe as old. The Tenants also state that they have replaced all appliances.

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

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 Property is a two bedroomed terraced property. The Property comprises living room, reception room, kitchen, two bedrooms and a bathroom.

11. The Property has gas central heating and double glazed windows.

Evidence

12. The Tenants completed the relevant MR1 (tenant). The Landlord did not submit any evidence or file an MR2.

The Tenant

13. The Tenants' position is that the appropriate market rent is £825 per month, being the rent currently payable. They contend that the proposed increase to £1,200 per month is not justified, particularly having regard to the condition of the Property.

14. In support of their position, the Tenants have provided what appear to be photographs of the front pages of two tenancy agreements:
    - 56 Purcell Street, Manchester, M12 4NU: the document records a tenancy commencing on 21 July 2025 at a rent of £900 per month; and
    - 13 Parkin Street, Manchester, M12 5RL: the document records a tenancy commencing on 30 September 2022 at a rent of £800 per month.

15. No further information is provided about either property, including its size, accommodation, facilities, condition, state of repair or other characteristics. Accordingly, the material does not enable a detailed comparison between those properties and the subject property.

16. The Tenants contend that the condition of the subject property is poor and that this should be reflected in its market rental value. They identify, in particular, a broken floor and leaking roof. They also state that during the tenancy they have replaced the carpets and appliances because the existing items were in poor or broken condition and have decorated the Property on more than two occasions. They say that requests to the Landlord for repairs were not addressed.

17. The Tenants rely on photographs submitted with the application as evidence of the condition of the Property.

18. The Tenants' case, in summary, is that the Property's state of repair makes the proposed rent of £1,200 per month excessive and that the existing rent of £825 per month represents the appropriate market rent. The Tenants also suggest that the proposed increase is intended to encourage them to leave the Property rather than being justified by its condition or rental value.

The Landlord

19. The Landlord has provided no valuation evidence or comparables in support of the proposed rent of £1,200 per month and has not otherwise participated in the proceedings. Accordingly, although the section 13 notice establishes the rent sought by the Landlord, the Tribunal has been provided with no evidential basis for the figure of £1,200 per month.

Determination and Valuation

20. The Tribunal has considered the limited comparable evidence submitted by the Tenants. This comprises photographs of the front pages of two tenancy agreements, one relating to 56 Purcell Street, Manchester, showing a tenancy commencing in July 2025 at £900 per month, and the other relating to 13 Parkin Street, Manchester, showing a tenancy commencing in September 2022 at £800 per month. No further information has been provided concerning either property, including its size, accommodation, facilities, condition or state of repair.

21. The Tribunal places no material weight on those comparables. One relates to a tenancy commencing in July 2025 and the other to a tenancy commencing in September 2022. More significantly, no information has been provided concerning the accommodation, size, facilities, condition or state of repair of either property. The Tribunal is therefore unable to determine whether either property is sufficiently comparable to the subject Property or to make any appropriate adjustments. The Tribunal is accordingly unable reliably to derive a market rent from those transactions.

22. The Landlord has provided no comparable evidence or other valuation evidence and has not otherwise engaged with the proceedings. Although the section 13 notice proposes a rent of £1,200 per month, there is no evidential basis before the Tribunal demonstrating how that figure was arrived at.

23. In the absence of sufficiently reliable comparable evidence from either party, the Tribunal has applied its own knowledge and experience as an expert tribunal.

Having regard to the location, type, size and accommodation of the Property, the Tribunal considers that, assuming the Property to be in good condition and repair, it would command a rent in the region of £1,000 per calendar month on the open market at the relevant date.

24. The Tribunal is satisfied, however, that there were defects at the Property comprising a leaking roof and broken flooring. The Tenants provided photographic evidence concerning the condition of the Property and the Tribunal accepts, on the evidence before it, that those defects existed. The Tribunal considers that those matters would adversely affect the rent which a prospective tenant would be prepared to pay and makes an allowance of £75 per calendar month to reflect their effect on rental value.

25. From the level of market rent, the Tribunal has made adjustments in relation to the following:

(a) Leaking roof and broken flooring

The full valuation is shown below:

Starting Rent		£1,000.00pcm
Less		
(a) Items given under a) above	£75.00	
Open-Market Rent		**£925.00 pcm**

Undue hardship

26. 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.

27. The Tenants have asked the Tribunal to fix a later starting date in this case. The Tenants contend that the proposed increase in rent would cause them undue hardship. However, no financial or other evidence has been provided in support of that assertion. The Tenants expressly indicated that they had no evidence to demonstrate how the increase would cause hardship.

28. The Landlord did not advance any submissions in response to the Tenants' hardship application.

29. The Tenants did not provide evidence of household income, benefits received, expenditure, liabilities or any other financial information from which the Tribunal could properly assess the extent of any hardship arising from the proposed increase.

30. The Tribunal accepts that an increase in rent may place an additional financial burden upon a tenant. However, financial difficulty or an assertion that the increased rent would be unaffordable is not, without supporting evidence, sufficient to establish undue hardship. The Tribunal must be satisfied on the evidence before it that the statutory test is met.

31. In the absence of supporting financial evidence, the Tribunal is not satisfied that the Tenants have discharged the burden of establishing that undue hardship would be caused by the new rent taking effect from the relevant date.

32. Accordingly, the Tribunal is not satisfied that the determined rent taking effect from the date otherwise provided by section 14 would cause the Tenants undue hardship and declines to fix a later date pursuant to section 14(7) of the Housing Act 1988.

Decision

33. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £925.00 per calendar month with effect from 05 November 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.