	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BN/MRA/2026/0099**
Property	**18 Rushton Street, Manchester, M20 6RP**
Tenant	**Marta Fole Pintos**
Tenant's Representative	
Landlord	**Peter Dodd**
Landlord's Address	**16 Thornway, Bramhall, Stockport, Cheshire, SK7 2AF**
Landlord's Representative	
Date of Application	**31 July 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	**£1,200.00 per calendar month**
Date the new rent takes effect	**05 November 2026**

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REASONS FOR THE DECISION

Background

1. On 24 May 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 of £1,000.00 pcm to take effect from 5 August 2026.

2. On 31 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. The present tenancy commenced 5 October 2009. The rental period is monthly, and rent is payable on the 5th of each month.

Validity Of Notice – Section 13B of the Housing Act 1988

4. The Tenant contends that the notice proposing a new rent is invalid. She relies upon the date of 5 December 2022 entered at paragraph 4.4 of the Form 4A as the date on which the rent was last increased. She refers to Note A3 to the form, which provides that the proposed new rent cannot begin more than six days before the anniversary of the date given at paragraph 4.4. On that basis, she contends that the proposed commencement date of 5 August 2026 does not comply with the requirements of the notice and that the appropriate date could not have been earlier than six days before 5 December 2026. She also relies upon the requirement that the new rent must commence at the beginning of a period of the tenancy

5. The Landlord disputes the Tenant's contention and maintains that the notice is valid. He states that the tenancy commenced on 5 October 2009 for an initial six-month term and thereafter continued on a monthly basis. The rent was increased from £795 to £1,000 on 5 December 2022. He contends that the present notice is valid because more than 12 months had elapsed since the previous increase, the notice provided two months' notice, and the proposed increase was to take effect on the 5th day of the month.

6. The Tribunal has considered the Tenant's submission that the notice is invalid because it proposes an increase from 5 August 2026, whereas the date stated at paragraph 4.4 of the Form 4A is 5 December 2022. The tenant contends that the proposed increase could not therefore take effect until shortly before the

anniversary of 5 December. The Landlord disputes that interpretation and maintains that the notice is valid.

7. The Tribunal is satisfied that the notice is valid. The tenancy commenced on 5 October 2009 and after the initial fixed 6 month term subsequently continued as a monthly periodic tenancy. The existing rent of £1,000 per month had taken effect on 5 December 2022. The present notice, dated 24 May 2026, proposed that the rent be increased to £1,200 per month with effect from 5 August 2026.

8. The Tribunal does not accept the Tenant's submission that the reference in the prescribed form to the anniversary of the date at paragraph 4.4 has the effect for which she contends. That restriction is relevant where the previous increase occurred within the period of 52 weeks preceding the date on which the notice is given. Here, the previous increase took effect on 5 December 2022, more than three years before the present notice was served. Accordingly, that restriction does not apply. The proposed increase was to take effect at the beginning of a period of the tenancy and sufficient notice was given.

9. The Tribunal therefore determines that the notice proposing a new rent of £1,200 per month with effect from 5 August 2026 was validly given. The Tribunal therefore proceeds to determine the market rent of the Property.

Allocation of Repairs between Landlord and Tenant.

10. 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.

11. No service charges were identified as part of or separately from the rent.

12. The Property is unfurnished although items belonging to the Landlord remain at the Property including a large pine wall mirror, built in cupboards in the cellar and a freezer in the cellar which is not used.

Liability for Council Tax

13. 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.

14. None.

Hearing

15. The Tenant requested an oral hearing. The Tribunal directed that the application be determined at a remote hearing. The Tenant attended the hearing as did the Landlord.

16. The Tribunal has considered this case on the basis of evidence heard at the hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

17. The Property is a terraced two-bedroomed property which consists of a living/dining room, kitchen, two bedrooms and a bathroom. There is a cellar along with a rear patio area.

18. The Property has gas central heating and double glazing throughout bar the living/dining room bay window and a rear window in the living/dining room.

19. The Property is situated in the suburban area of Didsbury Village, approximately 4.5 miles south of Manchester city centre. The location provides immediate access to the village's independent boutiques, supermarkets, cafes, and restaurants, and sits directly adjacent to Didsbury Park. Didsbury Village and West Didsbury Metrolink stations are within walking distance, providing direct tram links into the city centre. Additionally, East Didsbury railway station is located roughly 800 metres away, offering rail connections to Manchester Piccadilly and Manchester Airport.

Evidence

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

<u>The Tenant</u>

21. The Tenant contended that the current rent of £1,000 per month represented the appropriate market rent and that no increase was justified in the present condition of the Property. Her case was principally that the Property was materially inferior in condition and specification to properties being advertised

at higher rents in the locality. She relied upon the age and condition of the kitchen, the extent of insulation, dampness, the condition of the cellar, the heating arrangements and the fact that the Property was only partially double glazed. She also relied upon works and improvements which she said she had carried out at her own expense during the tenancy.

22. The Tenant disputed the Landlord's description of the heating and glazing. Although she accepted in her MR3 that the boiler had been replaced in June 2022, she maintained that there were difficulties controlling the heating on a room-by-room basis. She also said that the double glazing installed in 2015 was only partial, with the bay window and a further window serving the living/dining area remaining single glazed. She questioned whether the EPC accurately reflected the present insulation and other characteristics of the Property.

23. The Tenant did not initially provide a conventional schedule of comparable lettings in support of the figure of £1,000 per month. In her MR1 she stated that she had wished to undertake a survey of similar properties but had not had sufficient time to do so. In her subsequent MR3 evidence, however, she commented upon properties relied upon by the Landlord, including 12 and 16 Rushton Street.

24. In relation to 12 Rushton Street, the Tenant stated that she had viewed that property following its refurbishment. She described it as having been comprehensively renovated, including insulation, new floors, a new kitchen, redecoration, a new boiler and heating system with new radiators, full double glazing and an additional window providing light from the roof to the stairs. Her position was that the higher rent sought for that property reflected a standard of accommodation materially superior to the subject Property.

25. In relation to 16 Rushton Street, which had been advertised at £1,495 per month, the Tenant produced information from the previous/current occupiers. Her accompanying note stated that a figure of £1,750 referred to by the previous tenant was subsequently confirmed by the current tenant as £1,650 per month. The Tenant's position was again that No. 16 was in an excellent and substantially improved condition and was therefore not directly comparable with the subject Property without an appropriate adjustment for condition and specification.

26. The Tenant did not therefore dispute that properties in Rushton Street were being marketed or let at rents materially above £1,000 per month. Her case was

that the properties relied upon by the Landlord were of a better standard and that their rental figures should not be applied directly to the subject Property without allowance for its condition, specification and the improvements which she said she had herself undertaken.

The Landlord

27. The Landlord maintained that the proposed rent of £1,200 per month was reasonable and remained significantly below the prevailing market rent. He stated that the rent had only been increased twice during the tenancy, the initial rent having been £795 per month from October 2009 and increased to £1,000 per month in December 2022. He submitted that the proposed rent of £1,200 per month was approximately £300 to £400 below current market levels. He also referred to the Consumer Price Index and stated that the original rent of £795 per month in October 2009 would equate to approximately £1,299.

28. The Landlord disputed material aspects of the Tenant's description of the Property. He stated that the heating was in good working order, that all thermostatic radiator valves were functional, and that a new Worcester Greenstar 4000 boiler had been installed in June 2022. He also relied upon the Property having an EPC rating of D and stated that double glazing had been installed in October 2015. The Landlord accepted the bay window had not been replaced in 2015 due to it being a key feature of the Property and the cost. The Landlord further stated that he had been unaware, prior to these proceedings, of the issue concerning insulation in the loft and that he intended to rectify it.

29. In support of his assessment of market rent, the Landlord produced a Jordan Fishwick property search dated 29 April 2026 relating to properties in the same locality. The search identified five properties with advertised rents ranging between £1,495 and £1,600 per month, which the Landlord stated were in Rushton Street and the adjoining Knight Street and had subsequently been let.

30. The evidence included two-bedroom properties in Rushton Street advertised at £1,600 per month, further properties advertised at £1,500 per month, and a property advertised at £1,495 per month. The particulars identified properties having two bedrooms and, where specified, one bathroom and two or three reception rooms. The Landlord relied upon the close geographical proximity of those properties and the range of asking rents as demonstrating that £1,200 per month remained substantially below the local market level.

31. The Landlord stated that he believed the proposed rent of £1,200 per month was fair and affordable rent.

32. The parties were therefore not substantially in dispute that rents considerably above the existing rent were being advertised for two-bedroom houses in the immediate locality. The principal difference between their respective cases was the extent to which those properties were comparable with the subject Property having regard to their condition, level of refurbishment and specification, and consequently what adjustment, if any, should be made when using those figures to assess the market rent of the Property.

Determination and Valuation

33. The Tribunal has considered all of the evidence submitted by the parties concerning the appropriate market rent. The Tribunal considers that the most useful evidence is that relating to other two-bedroom properties in Rushton Street and the immediate locality, given their close geographical proximity to the subject Property. The Landlord's evidence identified asking rents ranging from £1,495 to £1,600 per month.

34. The Tribunal nevertheless treats those figures with some caution. The evidence principally comprises advertised asking rents, rather than detailed evidence of completed lettings and the rents ultimately agreed. Further, there is limited information before the Tribunal enabling a comprehensive comparison between the accommodation, condition, specification and state of repair of each comparable and the subject Property. Those limitations reduce, but do not remove, the evidential value of the comparables.

35. The Tribunal has also taken account of the Tenant's evidence concerning 12 and 16 Rushton Street. In particular, the Tenant's evidence was that No. 12 had undergone substantial refurbishment, including a new kitchen, floors, boiler and radiators, insulation and full double glazing. Her evidence concerning No. 16 was similarly that it was in a substantially improved condition. The Tribunal accepts that differences in condition and specification are relevant when considering the weight to be attached to rental evidence from otherwise closely comparable properties.

36. The Tribunal also takes into account the particular characteristics of the subject Property. It is a two-bedroom Victorian terraced house with gas central heating. A Worcester Bosch combination boiler was installed in 2022. The evidence

concerning the glazing establishes that the Property is predominantly double glazed, although the bay window and a further window in the living/dining room remain single glazed. The Tribunal has also had regard to the evidence concerning the age and condition of the kitchen and the matters of condition raised by the Tenant including the lack of insulation in the roof.

37. The Tribunal accepts that during the course of this lengthy tenancy the Tenant has undertaken a number of works to the Property using her own labour and, in some instances, her own materials, including decoration, works to the kitchen and minor works to other parts of the Property. Not all such works necessarily constitute improvements for valuation purposes. However, insofar as works undertaken by the Tenant constitute improvements which would otherwise enhance the rental value of the Property, the Tribunal has disregarded that enhancement in determining the market rent.

38. Equally, the Tribunal's task is not to determine whether the Landlord has spent sufficient money on the Property, but to assess the rent at which the Property might reasonably be expected to be let in the open market upon the statutory assumptions.

39. The Tribunal has also considered the Tenant's contention that the rent should remain at £1,000 per month. The difficulty with that figure is that the Tenant has produced limited direct market evidence of comparable two-bedroom properties in the immediate locality commanding a rent at or around £1,000 per month. Indeed, the evidence as a whole demonstrates that properties in the immediate locality are being marketed at substantially higher figures. The Tribunal therefore finds that the existing rent of £1,000 per month is below the current open market rental value of the Property.

40. The Tribunal therefore considers that the local comparable evidence demonstrates a market level materially above the existing rent of £1,000 per month. However, it does not consider it appropriate simply to adopt the asking rents of £1,495 to £1,600 per month. An appropriate downward adjustment is required to reflect the differences in condition and specification identified above and the limitations of the comparable evidence.

41. Standing back and considering the evidence in the round, and applying its own knowledge and experience as an expert Tribunal, the Tribunal determines that the rent at which the Property might reasonably be expected to be let in the open market is £1,200 per month.

42. The Tribunal is satisfied that this figure appropriately reflects the strong evidence of the higher rental levels prevailing for comparable two-bedroom properties in the immediate locality, whilst making a sufficient allowance for the differences in condition and specification between those properties and the subject Property.

43. Accordingly, pursuant to section 14 of the Housing Act 1988, the Tribunal determines that the rent payable for the property is £1,200 per calendar month.

Decision

44. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £1,200.00 per calendar month with effect from 5 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.