	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN 00BN MRA 2026 0084
Property	Flat 2, 25-27 Central Road, Manchester, M20 4YE
Tenant	Daniel Elliott Abigail Glynn
Tenant's Representative	
Landlord	Workup Limited
Landlord's Address	14 Moorside Road, Stockport, SK4 4DT, United Kingdom
Landlord's Representative	Julian Wadden
Date of Application	27 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge John Murray LLb Mr. Amin Hossain MRICS
Date of Decision	23 October 2026
Rent Determined	£1250 per calendar month
Date of Valuation	30th August 2026
Date the new rent takes effect	30th October 2026

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REASONS FOR THE DECISION

Background

1. On 11th May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1275 per calendar month(pcm) in place of the existing rent of £1250 pcm to take effect from 30th August 2026.

2. On 27 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.

3. The tenancy commenced on 30 August 2024. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per 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. none

Liability for Council Tax

6. 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.

7. None.

Hearing

8. Neither party requested an oral hearing. The Tribunal considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Tribunal did not inspect the Property. The Tenants did not agree to a decision being made without an inspection on the basis that "the quality of the property is 'difficult to show in pictures.' but the Tribunal determined as the Landlord had not yet responded to the application, the Tenants had relied upon the window blinds in the property 'are broken in each window', the floor tiles in the kitchen are broken due to a defective washing machine, and the shower water temperature is affected by a recently fitted boiler; photographs or video evidence should be sufficient for the Tribunal panel to make its determination. Directions were made by a Legal Officer on the 7th September 2026 for these to be provided by 14 September 2026. An inspection was not considered proportionate.

10. The Tenants described the Property in their application as a first floor flat with one bedroom, a small back room, a living room, a small bathroom and a small kitchen. It is unfurnished.

11. In their application form the Tenants stated: "it has double glazing on the windows. We recently had a new boiler fitted which we complained about for a while, which was very much ignored. The shower now goes cold for about 15 seconds, every 30 seconds with the new boiler. Also all the blinds throughout the flat are broken in each window. We have complained about this many times, which has often been ignored. Lastly, the flooring is carpet, however the kitchen floor is vinyl, which is being battered and broken, as the counterweight under the washing machine is broken so every time we use the washing machine it comes out rattling into the centre of the kitchen damaging the floor and getting water everywhere. We have also complained about this but it just gets ignored. When we originally moved into the property it was marketed at 1200pcm. They told us there was other interest so we increased to 1250. Each year they have tried to up our rent more, even though we increased it to begin with, and have overpaid for 2 years, with things in the apartment breaking and not being fixed!"

12. They considered the market rent to be £1200 pcm.

Evidence

13. The Tenants completed the relevant MR1. No MR2 was provided by the landlord and therefore the Tenants did not complete an MR3 (tenant's reply). The Tribunal had directed the Landlord to complete their MR2 form within 28 days of the 28th July 2026, being 25th August 2026

14. The Landlords' Agent asked by email on 11 September 2026 (12.27pm) for the time for the inspection to be extended to 15th September. The Tribunal responded to say the request for an inspection had been declined, and asked if a

different deadline was referred to. The Agent sent a second email on 11 September 2026 (2.06pm) for the time for the submission of their evidence to be extended to 15th September. The Tribunal responded to say there was no time for the extension procedure to be followed as it would take up to ten days for a response to the application to be made, and there was a deadline in place for the 14th September 2026 for photos or videos to be provided by the Tenants

15. The matter was listed for a paper determination on the 23 October so the Respondent could have submitted evidence and a request for late submission by the 15th September (which would have included a response to any photographs provided on the 14th September) would not have interfered unduly with the timetable.

16. The next correspondence the Tribunal received from the Agents was in response to an email dated 24th September 2026 stating that a Tribunal Judge had reviewed the tenant's request to appeal the denied inspection; the appeal had been refused by order of a Tribunal Judge dated 24 September 2026. The Agent asked when the determination would be made, but once again did not provide any evidence or seek to further extend deadlines. The Tribunal had to make a decision on the evidence provided by the Applicant alone.

The Tenant

17. The Tenant provided a photograph of damaged floor covering, presumably to the kitchen; a shower over a bath with stained grouting and mould to the silicone sealant around the bath.

18. The Tenant did not provide any comparable rental evidence.

The Landlord

19. The Landlord did not provide comparable rental evidence or any submissions.

Determination and Valuation

20. 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.

21. The Tribunal noted on the day of determination that a top floor flat in the same building 25/27 Central Road marketed for rent at £1175 pcm. This is one bed and the Applicant refers to a two bed flat.

22. The Tenant produced very little evidence of the Property; there was no floor plan, and from the description the Property could have been a two bedroomed or one bedroomed flat with a storeroom.

23. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the region of £1250 pcm; this was clearly the market rent when the Applicants entered into occupation. Rent should not be increased on the (admittedly scant) evidence provided of the current condition of the Property. This is the rent we would expect the property to let for in the open market at the valuation date.

Decision

24. The Tribunal determines the new rent amount at *£1250* per calendar month with effect from 30th October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination. The Tenant said that the rent increase would cause hardship but provided no evidence in support of this statement so the Tribunal was unable to take the assertion into account.

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.