	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BL/MRA/2026/0124
Property	226 Settle Street, Bolton, BL3 3EB
Tenant	Nazima Sharif
Tenant's Representative	None
Landlord	Attika Patel
Landlord's Address	228 Settle Street, Bolton, BL3 3EB
Landlord's Representative	Parkview Solicitors Limited
Date of Application	11 August 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Colin Green (Legal Chairman) Jim Gallagher MRICS (Valuer Member)
Date of Decision	28 October 2026
Rent Determined	£700.00 per calendar month
Date the new rent takes effect	5 November 2026

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REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between the parties signed on 13 September 2021, an assured tenancy was granted of the Property for a term of 12 months commencing on and including 1 July 2021 to and including 31 June 2022. The rental period is monthly with rent payable in advance on the fifth day of each month.

2. On 12 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (as amended) which proposed a new rent of £850.00 per calendar month (pcm) in place of the existing rent of £410.00 pcm to take effect from 1 September 2026.

3. On 11 August 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. None

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 a hearing or 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 terraced house, comprising a reception room, kitchen, bathroom/WC, and two bedrooms. There is central heating, double glazing and laminated floors. There is a paved yard at the rear.

Evidence

10. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply) forms.

11. The evidence and submissions of the parties are best considered under the following heads.

Condition of the Property

12. It should be noted at the outset that the function of the Tribunal is to determine the market rent for the Property based on a hypothetical letting on the open market of the Property by a hypothetical landlord to a hypothetical tenant, on the valuation date, which is the 1 September 2026, the date of increase in the Landlords' notice. The Tribunal takes a snapshot of the Property, and it is the condition of the Property at that date which is relevant. Any defects which were remedied after that date are ignored.

13. The Tenant states that the Property is in very poor condition and lots of work is required to be done. The house has damp issues, and the bathroom floor is in very bad condition. This is supported by the photographs supplied of the bathroom (extensive damp and damaged flooring) a bedroom (patched repairs to a wall), and reception room (damaged plasterwork). The kitchen ceiling shows signs of water ingress.

14. The Tenant also states that by way of improvements, she recently had the boiler fixed at a cost of £140.00 as there was no hot water. She also says that most of

the repairs are done by her brother-in-law, but none are identified other than fixing the boiler.

15. In response, in his MR2 dated 7 September 2026, the Landlord acknowledges that the bathroom, bathroom flooring and kitchen ceiling issues are now reported, but she was not previously notified despite the Tenant's obligation to report repairs promptly and had no earlier opportunity to act. A builder has attended. The bathroom has since been cleaned and painted, the extractor fan cleaned and confirmed working, and a new shower curtain and rail fitted. Works to the kitchen ceiling and bathroom flooring have started. The Tenant arranged the boiler repair without prior notice or authorisation. An invoice was later provided, but the Landlord had no opportunity to inspect the fault or arrange the repair.

16. There are photographs in support: of the extractor fan, WC and one end of the bathroom, which show some work has been carried out at that end of the bathroom. There are also receipts, but they all predate the Tenant's photographs apart from one dated 4 September 2026 for £19.99 in respect of shower related items and one dated 3 September for £24.00 for bathroom paint.

17. At paragraph 2.1 of his MR3, dated 18 September, the Tenant accepts the Landlord has refurbished the bathroom recently as a result of the kitchen ceiling collapsing. But the whole house needs major refurbishment, the bedrooms have damp issues when it rains the walls get wet, the floor, wall and doors all need to be replaced.

18. It would seem therefore, that work to the bathroom has been carried out (but not to the floor) and other works started. What is not stated by either party is whether the bathroom work was completed by 1 September, the valuation date, or afterwards. The receipts suggest that most if not all the work in the bathroom was begun after 1 September.

19. In his MR3, the Tenant has not contested the Landlord's claim that she did not report any of the defects, but the Tribunal finds it difficult to believe that the

Landlord was not aware of what are clearly, some long-standing issues. She lives in the adjoining terraced house, as the owner of the Property she must have a continued interest in its condition, and the receipts show that she has paid for materials for work to the Property in the past and will have had access to do so. The Tribunal concludes that either the defects were mentioned by the Tenant, his neighbour, or the Landlord was aware of them when in the Property herself.

20. Based on the material and photographs supplied by the parties the Tribunal finds on the balance of probabilities that most, if not all of the defects identified by the Tenant were present on 1 September 2026, and those defects support his contention that there are serious damp issues at the Property.

Comparables

21. The Tenant relies on a Zoopla search and advertised details of a two-bedroom terraced house at Tempest Street, Deane, Bolton BL3 at £750.00 pcm.

22. The Landlord maintains that £850.00 pcm reflects the open market rent. Current BL3 listings show comparable two-bedroom terraced properties advertised between £800.00 and £900.00 pcm. The proposed rent falls within that range and matches one comparable at £850.00 pcm. The Landlord acknowledges that the Tribunal may adjust for differences in condition, location and amenities.

23. The comparables provided are summarised in the following table:

REVISED COMPARABLE RENTAL EVIDENCE

First-tier Tribunal (Property Chamber)
Case reference: MAN/00BL/MRA/2026/0124
Property: 226 Settle Street, Bolton, BL3 3EB
Respondent landlord: Aatika Patel

Basis of comparison

The tenant's MR1 identifies the subject as an unfurnished two-bedroom terraced house with one reception room, kitchen, bathroom and outside garden. This revised schedule therefore uses only two-bedroom terraced properties in the BL3 rental market. Advertised rents are asking rents, not proof of agreed rents, and differences in condition, size, furnishing, location and amenities remain relevant.

Schedule of comparable properties

Exhibit	Property	Portal	Type	Rent
AP5	Hulton Lane, Bolton, BL3	Zoopla	2-bed terrace	**£850 pcm**
AP6	Ivanhoe Street, Great Lever, Bolton, BL3	OnTheMarket	2-bed terrace	**£875 pcm**
AP7	Tong Road, Little Lever, Bolton	Rightmove	2-bed terrace	**£900 pcm**
AP8	Buller Street, Bolton, BL3	Rightmove	2-bed terrace	**£895 pcm**
AP9	Brandwood Street, Daubhill, Bolton, BL3	Zoopla	2-bed terrace	**£800 pcm**

Market range and position of proposed rent

The selected advertisements range from £800 to £900 per calendar month. The proposed rent of £850 per calendar month falls within that range. Of the five selected properties, one is advertised at £800, one at £850, one at £875, one at £895 and one at £900 per calendar month. The schedule is intended to present a balanced range rather than only properties above the proposed rent.

24. The Tenant's MR3 does not comment on the Landlord's comparables and states that increasing the rent more than 100% while the Property is in poor condition is not fair.

Determination and Valuation

25. Under section 14(1) of the 1988 Act (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 (see below).

26. The Tenant has provided a single comparable at £750.00 pcm and the Landlord five, ranging from £800.00 to £900.00 pcm. In the Tribunal's view, using its expert, general knowledge of rents in the area, the Tenant's comparable is too low and the market rental of the Property, modernised and in good order, would be towards the lower end of the Landlord's range: £825.00 pcm.

27. From this figure a deduction of £125.00 pcm is made to reflect the defects and necessary improvements necessary to bring the Property up to standard (as found by the Tribunal above) reducing the market rent to £700.00 pcm. There are no valuation formulas or tables for quantifying such adjustments. They are based on the Tribunal's estimation of the reduction which would be negotiated on a hypothetical letting to reflect the condition of the Property as of the valuation date of 1 September 2026, again using its expert, general knowledge of such matters.

28. As regards the payment of £140.00 to fix the boiler, since reimbursement of this sum has been sought by the Tenant from the Landlord, no adjustment to the rent is made for this work.

Undue hardship

29. The new rent takes effect from the date which is the beginning of the first new period of the tenancy (5 November 2026) which begins on or after the date of the determination (28 October 2026) 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.

30. The Tenant has stated that the rent increase sought by the Landlord will cause her hardship but has given no explanation why or provided any evidence in support. Therefore, the Tribunal is unable to conclude that the increase will cause the Tenant undue hardship and cannot set a later starting date for the new rent than 5 November 2026.

Decision

31. Therefore, the Tribunal determines the market rent at £700.00 pcm 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 (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.