	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BR/MRA/2026/0142**
Property	**Flat 25E, Quay 5, 240 Ordsall Lane, Salford, M5 3NG**
Tenant	**Rebekah Easingwood**
Tenant's Representative	**None**
Landlord	**Louise Ford**
Landlord's Address	**C/O Ascend Properties, 145 Washway Road, Sale, Manchester M33 7PE**
Landlord's Representative	**Lora Barker of Ascend Properties**
Date of Application	**18 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	**£1,020.00 per calendar month**
Date the new rent takes effect	**18 November 2026**

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REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between the parties dated 18 August 2025, an assured tenancy was granted of the Property for a term of 12 months starting on 18 August 2025 until 17 August 2026 with the rent of £1,000.00 per calendar month (pcm) payable in advance on the 18th day of each month. Under s. 4A of the Housing Act 1988 (as amended) the tenancy will have been converted to a monthly periodic tenancy from 1 May 2026.

2. On 1 July 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (as amended) which proposed a new rent of £1,020.00 pcm in place of the existing rent of £1,000.00 pcm to take effect from 18 September 2026.

3. On 18 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.

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

4. In her application form, the Tenant has indicated that she considers the Landlord's notice is invalid for to the following reasons. The Property has failed to meet the required safety standards under the Homes (Fitness for Human Habitation) Act 2018. Invalid Safety Certifications - The Landlord/agent has failed to provide a valid, compliant EICR. Non-Compliance - The Property is subject to an active Council enforcement investigation into these ongoing safety breaches.

5. These are not valid reasons for the formal invalidity of the notice of increase, and the Tribunal finds that the notice was not invalid for such reasons.

Allocation of Repairs between Landlord and Tenant

6. 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

7. No service charge but the following furniture is described by the Tenant as having been included. Bedroom: 1x Double Bed (noted: slats are loose/poor fit), 2 x Bedside tables, 1x Wardrobe Living/Kitchen: 1 Glass Dining Table, 4x Dining Chairs, 1x Glass Coffee Table, 2x Glass Tables, 2 Glass Shelves, 1 single sofa, 1 double sofa (noted: damaged/ripped previously reported) 1 x footstool (noted: mouldy). Balcony 1x table, 2x chairs.

Liability for Council Tax

8. 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

9. None.

Hearing

10. 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

11. The Property is a first-floor flat in a purpose-built block comprising a bathroom (c. 2.7m x 1.35m), bedroom (c. 3.35m x 4.25m), and open-plan living room/kitchen (c. 6.1m x 6.4m). There is a balcony, which the Tenant states is currently identified as a safety concern due to it not being fireproof, that is part of the ongoing issues with the Property's compliance. Non-allocated, communal parking is available.

12. Internally, the Tenant states the following.

a) Windows: Fully double-glazed throughout.

b) Hot water: Electric immersion heater (note: EPC rating identifies this system as "very poor").

c) Heating: Fixed electric panel heaters (Vent-Axia) installed in the bedroom, living room and kitchen area.

d) Bathroom Heating: A wall-mounted pull-cord heater that is nonfunctional: only produces cold air.

e) Flooring: Bedroom: Carpet, Living Room/ Kitchen: Wood Vinyl Bathroom: Adhesive vinyl tiles (sections are failing to adhere to floor)

f) Ventilation: Bathroom extractor fan functional, Kitchen extractor fan, poorly positioned and ineffective at moisture removal.

Evidence

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

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

Condition of the Property

15. 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: 18 September 2026, the date of increase in the Landlord's 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 remedied before that date are ignored. Regard will only be had to any existing, value-significant defects as of that date.

16. As seen from paragraphs 11 and 12 above, the Tenant has raised certain issues concerning the condition of the Property.

17. The Tenant has made the following additional submissions. For the reasons given, the first three are not relevant to the Tribunal's function in this case.

a) Harassment and Data Breach by Landlord/Agents: The Landlord and agents breached my data privacy by handing my personal phone number directly to contractors. As a result, she has been subjected to direct harassment, intimidation, and threatening behaviour from these contractors when trying to address these repair issues. These are not issues which the Tribunal can take into account when determining a market rent.

b) Landlord Negligence and Stalling: The Landlord and her agents have consistently failed to address reported hazards in a timely manner, relying on invalid documentation and delaying repairs rather than ensuring the property meets basic legal standards. This is not dilapidations claim however, and the history of whether, and how, any defects have been addressed is not relevant in determining a market rent.

c) Impact on Amenity and Quiet Enjoyment: The continuous stress of living with compromised, blowing electrics, combined with contractor harassment and a lack of certified safety, has severely impacted the peaceful enjoyment of the Tenant's home. A landlord who breaches statutory safety requirements and facilitates harassment should not be rewarded with any rent increase. The Tribunal is asked to take this severe non-compliance and misconduct into account. The Tribunal is unable to do so. In determining a market rent it is not rewarding or punishing either of the parties for their conduct.

d) Complete Lack of Electrical Safety Compliance: throughout the tenancy, the Landlord has failed to provide a valid, legally compliant Electrical Installation Condition Report (EICR). The safety certificate initially provided was issued by a contractor whose credentials have been formally withdrawn by NAPIT meaning the Property lacks lawful electrical safety verification.

e) Active Council Investigation: The local Council has been informed about the issues within the Property and have carried out an inspection and report and has requested the Landlord comply and provide a new EICR report by 3rd of July.

The Landlord has failed to meet this deadline, and the issues remain entirely unresolved (as at the date of her application). The Tenant enclosed a copy of Salford City Council's "Consultation – Summary of Requirements" based on an inspection on 24 June 2026. The covering letter of 26 June 2026 stated that the Council proposed to start formal consultation with the Landlord over the repairs identified in the schedule.

f) Unresolved Fire Safety and Building Regulation Breaches: The Property features compromised and non-compliant fire doors that have been unaddressed for months. Despite multiple internal repair tickets being incorrectly marked as "complete" by the letting agent without any physical work being done, the hazard remains active. This has also been highlighted by the Council during the inspection and in the report.

18. The Tenant has also included a copy of an email from NAPIT (a certification body) of 7 May 2026 stating that Reactive Maintenance Certificates Ltd's membership of NAPIT was withdrawn as of 2 March 2026 and any works or paperwork issued after that date is not covered by the NAPIT banner.

19. In paragraph 2.4 of the Landlord's MR2 of 20 August 2026 it is stated that the Council investigation was closed with no further action. The Tenant has raised a formal complaint with the Council directly as she disagrees with this decision. The works noted on the investigation were completed and the EICR is valid and accepted by the Council. Membership of NAPIT is not a legal requirement.

20. In addition, the Landlord states that the loose vinyl bathroom tiles had not previously been reported to Ascend. The Tenant also reports the kitchen extractor is poorly positioned; however, this is fully functioning, as confirmed by the Tenant, and installed in line with building regulations.

21. With the MR2, the Landlord provided an EICR and report issued by Reactive Maintenance Certificates Limited in respect of the Property describing the electrics as satisfactory and that no remedial work was required. The certificate and accompanying documents are dated 22 April 2026 and bear the NAPIT logo.

22. In response, in her MR3 of 16 September 2026, the Tenant has produced an email from NAPIT, which states,

"The certificate data recorded may be accurate and correct, which wouldn't necessarily invalidate the certification. NAPIT do not recognise the certificate, due to the use of the NAPIT logo on the paperwork after the withdrawal. This means that it is not covered under the NAPIT Banner."

23. In the Tribunal's view, this is correct and it agrees that the fact that on 22 April 2026 Reactive Maintenance Certificates Limited had ceased to be a member of NAPIT, and that the certificate is not covered by the NAPIT banner, does not invalidate the certificate, which has been accepted by the Council. Insofar as it is relevant, the Tribunal is not satisfied that the continued use of the banner on the documentation was fraudulent, as alleged by the Tenant – a serious allegation which it would require compelling evidence to establish – rather than, for example, that its removal from the forms was an oversight after membership had been withdrawn by the company the previous month.

24. The Tenant also states that paperwork lists "Stewart" as the inspecting engineer, yet the individual who physically attended the Property was "Mahmood". She contends that a compliance certificate signed by an absent, unverified inspector is legally void and misrepresents the safety status of the Property.

25. The Landlord has not had an opportunity of responding to this, but on the footing that the wrong person is named as the as the attending engineer, in the Tribunal's view, on the balance of probabilities, this is likely due to an administrative error and does not undermine the accuracy of the content of the certificate and accompanying documents.

26. The Tenant takes issue that the Council's involvement is closed in respect of the fire doors. It would seem from an exchange of emails between Ascend and the Tenant in September 2026 that the replacement fire doors had not been fitted by 18 September, the valuation date, and therefore this is a matter which the Tribunal will take into account in its valuation.

27. In determining the market rent, and based on the Tenant's photographs of the rooms in the Property, there are no other matters concerning the condition of the Property at the valuation date which the Tribunal considers value significant.

Comparables

28. The Tenant states that while comparable two-bedroom properties in the immediate building/area without disrepair rent for between £1,050 and £1,125 pcm, the Tribunal's valuation must reflect the actual, compromised condition of the Property. Due to the lack of EICR, chronic electrical hazards, and ongoing disrepair, the open-market value of this property is significantly reduced. A rational tenant would not pay standard market rent for a non-compliant, unsafe home.

29. The specific comparable two-bedroom flats advertised on Rightmove are as follows.

a) 61 Great Ancoats Street, Manchester M4 5AB at £1,100.00 pcm.

b) 61 Great Ancoats Street, Manchester M4 5AB at £1,050.00 pcm.

c) Ground Floor, Oxid House, 78 Newton Street, Manchester M1 1AL at £1,125.00.

30. The Tenant notes that all the comparison properties are fully functioning and assumed to be legally compliant. She asks the Tribunal to discount this baseline by approximately 20-25% to account for the lack of valid electrical safety certification, ongoing maintenance failures, and compromised living conditions.

31. The Landlord relies on the following comparables (with comments), all one-bedroom flats.

a) Quay 5, Ordsall Lane, fully furnished with a secure car park, advertised at £1,150.00 pcm. This flat is approximately 47 sq m and is therefore slightly smaller than the Property. It has an EPC rating of D, whereas the Property has an EPC

rating of C. The advertised rent therefore provides evidence of the level of rent currently being sought for a broadly comparable one-bedroom property within the same development.

b) Maritime Court, Ordsall Lane, furnished. A further one-bedroom apartment within Quay 5 showing as let agreed as of 19 August 2026 at £1,025.00 pcm. Parking was available separately at an additional £125.00 pcm. On that basis, the total advertised cost including parking was £1,150.00 pcm. This provides further evidence of the current rental level for a one-bedroom apartment within the same development where parking is included in the overall cost to the tenant.

c) 5 Pomona Strand, Manchester M16, an agreed let at £1,075.00 pcm.

d) 5 Pomona Strand, Manchester M16, an agreed let at £1,100.00 pcm.

32. The Landlord submits that taken together, the above comparables indicate that current asking rents for broadly comparable one-bedroom properties within Quay 5, particularly where parking is included, are above the proposed rent of £1,020 per calendar month. The Property achieved an actual rent of £1,000.00 pcm from August 2025. The proposed rent of £1,020.00 pcm is only £20.00 per month higher than the rent previously achieved. Therefore, the proposed increase is modest, amounting to approximately 2% compared with the existing rent of £1,000.00 pcm, and remains below the rents currently being advertised for comparable one-bedroom properties within the same development.

33. The Tenant's response is that the Landlord has attempted to benchmark the Property against high-end developments featuring a 24-hour concierge, on site gym, community events, and secure parcel management. The Property possesses none of these amenities. This must be a reference to the Landlord's comparables at paragraphs 31 c) and d) above however, as the comparables at 31 a) and b) are in the same block and will share the same amenities as the Property.

34. Furthermore, The Tenant claims her mail setup is insecure, appliances are rusting (matters not raised in her application form), and the Property

fundamentally lacks basic regulatory compliance. The Tenant states that a hazardous, non-compliant flat cannot command the same market rent as luxury developments, but on the evidence the Tribunal considers this an exaggerated claim.

Determination and Valuation

35. 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 (which is not the case here).

36. The Tribunal considers the two best comparables are those from the same building as the Property at paragraphs 31 a) and b) above, one of which is an actual let from August 2026. The Tribunal assesses the market rent for the Property in good order to be £1,150.00 pcm; that is, the rent for which the Tribunal would expect the Property to be let in the open market if it was in the same general condition as those comparable properties.

37. From this, the Tribunal makes a deduction of £100.00 pcm to reflect that compliant fire doors had not been fitted at the Property as of the valuation date, producing a market rent of £1,050.00. There are no valuation formulas or tables for quantifying such an adjustment. It is based on the Tribunal's estimation of the reduction which would be negotiated to reflect the condition of the Property as of the valuation date of 18 September 2026, using its expert, general knowledge of such matters.

Decision

38. The Tribunal determines the new rent at the amount proposed by the Landlord of £1.020.00 pcm, as this is lower than the open-market rent of 1,050.00 assessed by the Tribunal. The Tribunal is unable to determine the rent payable

at a higher figure than that contained in the notice of increase. The new rent will be with effect from 18 November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination (28 October 2026).

Reimbursement of Fee

39. The Tenant has requested the Tribunal make an Order that the Landlord should reimburse her application fee of £47.00 because this application was made entirely necessary by the Landlord's and letting agent's persistent failure to maintain the property to a legal standard, their failure to address documented safety hazards (such as the EICR and Fire Doors), and their attempt to increase the rent while leaving these severe defects completely unresolved.

40. The Landlord has not responded on this issue.

41. The Tribunal declines to order the Landlord to reimburse the Tenant's application fee of £47.00 as the Tenant chose to challenge the increase in rent and the outcome of the Tribunal's determination is that she is to pay the rent proposed by the Landlord.

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.