	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BY/MRB/2026/0001
Property	Apartment 5, Crawford Gardens, 161C Rose Lane, Liverpool L18 5AF
Tenant	Kikelomo Oraedu & Nnamdi Oraedu
Tenant's Representative	N/A
Landlord	Accelerate Property Group Ltd
Landlord's Address	The Ternary, Old Haymarket, Liverpool L1 6ER
Landlord's Representative	Berkley Shaw
Date of Application	22 July 2026
Type of Application	Determination of a Market Rent section 22 of the Housing Act 1988
Tribunal Members	I Jefferson H Dobby
Date of Decision	4 November 2026
Rent Determined	£1,500.00pcm
Date the new rent takes effect	Immediate – Passing Rent

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REASONS FOR THE DECISION

Background

1. This Application dated 22 July 2026 is lodged by the Tenant challenging the passing rent of £1,500.00pcm alleging that it is excessive.
The Tenancy Agreement commenced on 2 February 2026.
The Agreement records a reduced rent of £1,300.00pcm for the first 3-months, thereafter £1,500.00pcm.
A case management Decision dated 28 September 2026 was issued regarding admissibility of further evidence.

Allocation of Repairs and Council Tax between Landlord and Tenant.

2. Responsibility for Repairs is as per section 11 of the Landlord and Tenant Act 1985. The property is Unfurnished. No service charge is payable.
The Tenant is responsible for the payment of Council Tax in respect of the Property.

Inspection/Hearing

3. Neither party requested an oral hearing nor an inspection. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise, but without using any secret evidence.

The Property

4. The Property is a second-floor flat in a block comprising 5 apartments. Accommodation comprises Hall, Living Room, 2 Double Bedrooms, one en-suite, Bathroom, Kitchen, and storage cupboard.
Electric storage heaters, double-glazing, laminate flooring, carpets to Bedrooms.
Crawford Gardens comprises 18 apartments across 3 separate buildings, the older converted block A, and two newly constructed blocks B and C. The blocks have materially different layouts and apartment types.

   The Property is situated to the south east of Liverpool City Centre in close proximity to amenities.

Representations as to Rental Value

5. Tenant
The Tenant alleged property disrepair, security issues, and unfair charges.

Comparable table included to support their contentions:
161A Crawford Gardens - £1,350, 2 Bedroom, 2 Bathroom, Study, Let Agreed
? Grosvenor Court, Park Avenue - £1,300, 2 Bedroom, 2 Bathroom
? Carnatic Road Apartment L18 - £1,400, 2 Bedroom, 2 Bathroom, Victorian Conversion
? Sefton Park L17 - £1,495, 2 Bedroom, 2 Bathroom, Higher Spec

6. Landlord
The Landlord agreed a reduced rent for the first 3 months of the tenancy, at the Tenants request, it was not an increase in rent on 2 May 2026, but a stepped contractual agreement.

Comparables:
Apartment 5, Block B, Let £1,500 wef 16 January 2026, Identical to subject
Apartment 3, Block C, £1,300 wef 28 April 2026, Different lower floor apartment
Apartment 6, Block A, £1,350 wef 10 July 2026, Older converted block, different layout, 85m² compared to 91m² of subject
Apartment 8, Block A, £1,550 wef 5 August 2026, Largest Block A duplex

The Landlord put forward very detailed representations with confirmatory evidence of actual tenancies, and detailed comparables within the development of 18 apartments.

Tribunal Determination

7. The Tribunal found the following facts:

i The Landlord's comparables are all of completed lettings, and all within the development
ii The subject apartment has some minor disrepair, but most of negligible effect upon rental value
iii The Tenants relied upon online adverts, 3 of which are converted buildings rather than purpose built units
iv The Tenants statement that there has been a rent increase is not strictly accurate. The Tenancy documentation confirms the Landlord's statement that a concessionary rent applied for the first 3-months for the reasons set out in the Landlord's detailed representations

8. The Tribunal had regard to its own knowledge and experience of market rent levels for similar properties in the area, but without any specific or secret evidence, and the representations from each Party. The Tribunal considers that the Market Rent of the subject Property in reasonable order would be £1,500pcm. This is the rent the Tribunal would expect the property to let for in the open market if it was in the same general condition as comparable properties.

9. From this figure, the Tribunal considered whether any adjustments were required for disrepair:

   Minor disrepair to kitchen units, decoration, external downpipe loose etc.
   All repaired by Landlord e.g. use of car park by third parties, has been addressed by the Landlord, and kitchen snagging completed, downpipe repaired.
   No adjustments required as detailed response by Landlord confirms all matters addressed promptly.

10. The Tenant confirmed that a rent increase would not cause hardship, nor did he require help with the application fee.

Decision

11. In the circumstances the Tribunal determines a Market Rent of £1,500pcm, which is unchanged from the passing rent.

Appeal Provisions

12. If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) but generally only on a 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 stating the grounds upon which it is intended to rely in the appeal.