	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BN/MRA/2026/0098
Property	8 Granville Avenue, Manchester M16 8JX
Tenant	Muhammad Riaz Bibi
Tenant's Representative	N/A
Landlord	Brooks Property Developments FAO: Shahid Chaudry
Landlord's Address	10 Missouri Avenue, Salford M50 2NP
Landlord's Representative	N/A
Date of Application	30 July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I Jefferson H Dobby
Date of Decision	4 November 2026
Rent Determined	£1,400.00pcm
Date the new rent takes effect	19 November 2026

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REASONS FOR THE DECISION

Background

1. On 17 July 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,850.00 per calendar month(pcm) in place of the existing rent of £1,000.00pcm to take effect from 19 September 2026.
   On 30 July 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant appealed the proposed new rent to the Tribunal for determination.
   The monthly tenancy commenced on 19 February 2018.

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. The Tenant requested a site inspection but a Legal Officer considered it unnecessary for the reasons set out in that written Decision dated 7 September 2026. 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 understood to be a 2 Reception, Kitchen, 3 Bedroom, Bathroom mid-terrace house built around the 1920s. The property is believed to have radiator central heating and double-glazing.

   The Property is situated on the southern side of Manchester in close proximity to amenities, and Old Trafford.

Representations as to Rental Value

5. Tenant

The Tenant considered the Landlord's Notice to be invalid but did not explain why.

No detailed comparables were cited but the Tenant considered rents nearby were £900 to £1,200pcm, and believed the rent should be £1,100pcm.

Photographs were provided showing elements of disrepair including cracked floor tiles, broken bath panel, plaster damage to stairs, missing internal door architrave, mould to bike store, and ceiling light fitting loose.

The Tenant stated he had undertaken improvements including some rooms redecorated, glass damage repaired, and water leaks repaired.

6. Landlord

The Landlord provided nine comparables of properties in post codes M16 and M21 ranging from £1,700 to £2,100pcm with street addresses, no numbers, and to let listing dates.

The Landlord maintained that the damage to the property was caused by the Tenant.

Tribunal Determination

7. The Tribunal found the following facts:

i The Landlord's Notice was held to be valid.

ii. The Tenant's comparable evidence was sparse.

iii The Landlord's comparable evidence included many properties which were dissimilar for example much larger detached and semi-detached houses in leafy avenues, plus 2 former Local Authority houses.

iv The Tribunal noted some disrepair as evidenced by the photographs.

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 and assuming floor coverings, white goods and curtains/blinds are provided by the landlord.

9. From this figure, the Tribunal made adjustments as follows:

Various disrepair as previously listed £100pcm

10. No relevant evidence was before the Tribunal in relation to Section 14 (7) whether undue hardship would be caused to the tenant by the new rent, and in any event the new rent determined by the Tribunal will not take effect until 4-months after the date of the Landlord's Notice.

Decision

11. The Tenant claimed hardship in respect of paying the fee but gave little or no evidence in support. Given that the rent increase determined by the Tribunal will not take effect until some 4-months after the date of the Landlord's Notice the Tribunal does not consider that any further relief is justified.

12. In the circumstances the Tribunal determines a Market Rent of £1,400pcm payable from 19 November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of this determination.

Appeal Provisions

13. 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.