	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BM/MNR/2026/0298**
Property	**9 Lowton Street, Radcliffe, Manchester, M26 4DQ**
Tenant	**Amy Pilling**
Tenant's Representative	**Ann Foster**
Landlord	**Adila Naeem**
Landlord's Address	**38 Sheepfoot Lane, Prestwich, Manchester, M25 0DL**
Landlord's Representative	
Date of Application	**7 May 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr S Wanderer MRICS – Chair** **Mr A Macpherson**
Date of Decision	**11 November 2026**
Rent Determined	**£790.00 per calendar month**
Date the new rent takes effect	**13 May 2026**

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REASONS FOR THE DECISION

Background

1. On 28 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £875.00 per calendar month(pcm) in place of the existing rent of £800.00 pcm to take effect from 13 May 2026.

2. On 7 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The assured shorthold tenancy is understood to have commenced on 13 December 2021 for a term of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per tenancy agreement and 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. The Tenant does not pay any service charges. The Property is let unfurnished.

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. N/A.

Inspection/Hearing

8. The Tribunal panel inspected the Property on 11 November 2026 in the presence of the Tenant. The Landlord was provided notice of the inspection but did not attend.

9. A hearing was held via video link later the same day attended by the Tenant's representative and the Landlord together with the Landlord's brother.

10. The Tribunal has considered this case on the basis of the papers provided by the parties and oral submissions together with the Tribunal's inspection and its own knowledge and specialist expertise.

The Property

11. The Property is a mid-terrace house providing the following accommodation:

    Ground Floor: living room, kitchen
    First Floor: 2 bedrooms, bathroom
    Loft room

    The Property is situated in Radcliffe, close to amenities. Manchester city centre is approximately 8 miles to the south.

Evidence

12. Both the Tenant and the Landlord returned the Tribunal's Reply forms and also made oral submissions at the hearing.

The Tenant

13. The Tenant noted a number of repair and maintenance issues including: a large depression in the flooring in the living room indicative of a floor joist failure; damage to ceiling in kitchen; poorly fitted laminate flooring throughout; damage to bath panel and poor sealing to bathroom.

14. The Tenant provided the following comparables, submitting that the market rent for the property should be £500-600 pcm taking account of the condition of the Property:
    a. Wolsey Street £850 pcm
    b. Ulundi Street £850 pcm

15. In oral submissions, the Tenant's representative accepted that £875 would be a reasonable value for the Property had it been in good condition.

16. Further submissions were made relating to the broader history and landlord/tenant relationship, but these were largely not relevant to the Tribunal's rental determination.

The Landlord

17. The Landlord addressed the condition issues raised by the Tenant and submitted that she had experienced lengthy delays in communicating with the Tenant (via the Tenant's solicitor) and was, consequently unable to arrange access for repairs. The Tenant's representative acknowledged that communication through the solicitor had been slow.

18. The Landlord referred to the following comparables
    a. Robert Street £895 pcm
    b. Grosvenor Street £875 pcm
    c. Dean Street £950 pcm
    d. Cross Lane £975 pcm
    e. James Street North £1,000 pcm

Determination and Valuation

19. The Tribunal considered the comparable evidence provided by both parties and noted that there was common ground that the value of the property in good condition was £875 pcm. The difference between the parties related to the question of condition/disrepair.

20. Relying on its own expert, general knowledge of rental values in the area and the comparables provided by the parties, the Tribunal considers that the market rental of the subject Property in good order would be in the order of £875.00 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as comparable properties.

21. The Tribunal the considered the issues as to the condition of the Property. The most significant item of disrepair was without doubt the defective floor in the living room. In connection with this, however, the Tribunal accepted the Landlord's evidence, not contested by the Tenant, that repairs had been delayed due to slow communication with the Tenant's solicitor. The Tribunal, therefore, makes no allowance for this.

22. The Tribunal considered that other aspects of the Property's condition did warrant adjustments to the rental value as follows.

    a) General lack of modernity.
    b) Poorly fitted laminate flooring.
    c) Damage to bath panel and poor sealing to bathroom.

    The full valuation is shown below:

    Starting Rent

    £875.00 pcm

Less

a)	Items given under a) above	£35.00
b)	Items given under b) above	£35.00
c)	Items given under c) above	£15.00

Market rent

£790.00 pcm

Undue hardship

23. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 the date a Tribunal makes its determination.

24. In this case, the rental level is being reduced. Hardship would, therefore, be no basis for delaying the effective date of the new rent in this instance.

Decision

25. Therefore, the Tribunal determines the market rent at £790.00 per calendar month with effect from 13 May 2026, being the date specified in the Landlord's Notice of Increase.

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.