	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BP/MNR/2026/0138**
Property	**17 Geneva Walk, Chadderton, Oldham, OL9 9AG**
Tenant	**Debora Lucia Candido Da Mata**
Tenant's Representative	**Maya Solicitors**
Landlord	**Richard Brown**
Landlord's Address	**582 Broadway, Chadderton, Oldham, OL9 9NF**
Landlord's Representative	**Landmark Property Management**
Date of Application	**18 March 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr S Wanderer MRICS – Chair** **Ms J McDonald**
Date of Decision	**18 November 2026**
Rent Determined	**£900.00 per calendar month**
Date the new rent takes effect	**5 April 2026**

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REASONS FOR THE DECISION

Background

1. On 23 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £900.00 per calendar month (pcm) in place of the existing rent of £825.00 pcm to take effect from 5 April 2026.

2. On 18 March 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 commenced on 5 February 2019 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. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

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

   Ground Floor: living room, kitchen/diner
   First Floor: 2 bedrooms, family bathroom, study/3rd bedrooms
   Outside: front and rear gardens

The Property is situated in the Chadderton area of Oldham, close to amenities. Manchester city centre is approximately 5 miles to the south-west.

Evidence

10. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant

11. The Tenant's representative noted a number of repair and maintenance issues summarised in its submissions as below:

External Areas
Defective guttering and rainwater pipes are broken, corroded and leaking, causing water ingress into the structure. Damp penetration is evident to external walls. Boundary fencing and gates are broken and insecure.
Entrance Vestibule
Walls affected by damp penetration, with blistering and peeling paint finishes due to prolonged moisture exposure.
Reception Room
Severe damp and mould growth to the front elevation wall. Defective windows allow draughts and significant heat loss, making the room difficult to heat.
Kitchen
Unsafe and defective electrical sockets, including inappropriate positioning near the cooker. Damp and mould to walks caused by water ingress. Kitchen units are rotten and unusable. Windows arc defective, causing heat loss and contributing to condensation.
Stairs and Upper Landing
Damp affecting ceiling finishes, with peeling wallpaper. Staircase structure is defective, with loose treads and risers creating instability and risk of falls.
Bathroom and WC
Extensive damp and mould affecting walls and ceilings, concealed beneath cladding. Persistent plumbing leak affecting floor structure and kitchen below. Poor drainage and inadequate ventilation leading to excessive condensation.
Master Bedroom
Damp and mould affecting walls and ceiling with peeling finishes. Defective windows causing draughts and heat loss.
Rear Bedroom
Widespread mould growth. Defective window installation not flush with the structure, allowing waler ingress, damp staining and black mould. Significant heat loss.
Study / Bedroom 3
Damp and mould to walls and ceiling. Defective windows causing draughts, heat loss and contributing to condensation.

12. The Tenant submitted a housing condition survey, the findings of which were summarised in section 6 as follows:

ACTIONABLE DISREPAIR DEFECTS IDENTIFIED:

** Defective front entrance door requiring easing, adjustment, and reinstatement of the missing letter plate.*
** Defective rear entrance door locking mechanism requiring repair or replacement.*
** detached/distorted front rainwater guttering requiring repair or renewal.*
** Rear rainwater goods requiring localised repair, cleaning, and securing.*
** Localised moisture ingress affecting the kitchen ceiling/wall area adjacent to the rear door, with consequential deterioration to plaster finishes and decorations.*
** Bathroom water escape is strongly suspected on the balance of probabilities as the likely contributory source of moisture damage affecting the kitchen below, although intrusive investigation is required to confirm the precise defect mechanism.*
** Defective bathroom window handle and incomplete sash closure affecting weather sealing and controllable ventilation.*
** Defective sealed double glazed unit to bedroom 1.*
** Defective locking receiver/keep to bedroom 2 window preventing proper closure and sealing.*
** Localised exposed service penetrations and unsecured pipework within the kitchen requiring making good.*

ALLEGATIONS NOT SUBSTANTIATED BY INSPECTION FINDINGS:
** Structural penetrating dampness to the entrance vestibule.*
** Damp penetration to the reception room.*
** Active roof leakage.*
** Significant defective external brickwork / widespread mortar failure.*
** Significant drainage failure (subject to the limitation that no formal cctv drainage survey was undertaken).*
** Unstable staircase.*
** Actionable damp penetration to bedrooms 1, 2, or 3.*
** Actionable defect to the bedroom 3 window.*

13. No comparables were provided, but the Tenant submitted that the rent should be £400 pcm.

The Landlord

14. The Landlord addressed the condition issues raised by the Tenant by providing a damp report which attributed the damp to tenant lifestyle. The Landlord also wrote to the tribunal indicating that certain repair works were underway and that the rent increase would not be pursued in the meantime. Whilst it was suggested that the application could be withdrawn, the Tenant declined to withdraw the application.

15. The Landlord provided a Best Price Guide which referred to the following 3 bed comparables (in addition to smaller properties).
    a. Vulcan Street £1,250 pcm
    b. Denton Lane £1,100 pcm

c. Miles Street £1,000 pcm

Determination and Valuation

16. The Tribunal considered the Landlord's comparables and noted that comparables b and c were most similar to the subject property, although seemingly more modernised.

17. 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 £1,000.00 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.

18. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) Damage to kitchen ceiling following leak from above.
    b) General lack of modernity.

    The full valuation is shown below:

Starting Rent		
		£1,000.00 pcm
Less		
a)	Items given under a) above	£50.00
b)	Items given under a) above	£50.00

Market rent

£900.00 pcm

Decision

19. Therefore, the Tribunal determines the market rent at £900.00 per calendar month with effect from 5 April 2026, being the date specified in the Landlord's Notice of Increase. Further to Paragraph 14, the Landlord may elect to apply the increase from a later date, but that would not be a matter for the Tribunal.

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.