

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BR/MNR/2026/0227
Property	16 Stonehouse Drive, Salford, Greater Manchester. M7 2XY
Tenant	Ms. Zofia Stecka
Tenant's Representative	N/A
Landlord	PUKAHF Co-invest 1A Ltd & PUKAHF Co-invest IB Ltd
Landlord's Address	Grand Buildings, 1-3 The Strand, London, WC2N 5HR
Landlord's Representative	Wise Lettings and Management Limited 17 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ
Date of Application	18 th April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr. Hefin Lewis FRICS – Valuer Chair Mr. David Tolley– Tribunal Member
Date of Decision	17 th June 2026
Rent Determined	£1,240 per calendar month
Date the new rent takes effect	15 th June 2026.

REASONS FOR THE DECISION

Background

1. On 10th April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,240 per calendar month (pcm) in place of the existing rent of £1,150 pcm to take effect from 15th May 2026.
2. On 18th April 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 tenancy commenced on 15th September 2020 for a term of 12 months to 14th September 2021. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per 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. £0

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. None

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case. based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Tribunal relies on the information provided in submissions. The property is reported to comprise of a semi-detached house with accommodation arranged over two floors and briefly comprising:

Ground Floor: hall, toilet with w/c, kitchen with dining area, living room.

First Floor: landing, 3 bedrooms, bathroom with w/c.

Outside: driveway parking, gardens to front and rear.

The Property is situated in an established modern residential area within reasonable distance of general amenities and transport links.

Evidence

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

The Tenant.

11. The Tenant made the following comments:

"I object to the proposed rent increase on the basis that it exceeds the open market rent for comparable properties in the area. Similar properties of the same type and size within the locality are being advertised and let at lower rates, and therefore the proposed figure is not reflective of the current market value.

In addition, the condition of the property is not to a standard that would justify such an increase, with no recent improvements or upgrades having been carried out and certain issues remaining outstanding.

The rent has also already been increased on previous occasions within a relatively short period, making this further increase unreasonable. The landlord has already increased the rent on 15 May 2025 to £1150.00. They are now giving notice to increase it again to £1240.00 on 15 May 2026."

12. No specific condition issues were made or reported.
13. In terms of rental evidence, the Tenant did not provide any details of comparable rental evidence in support of the application.

The Landlord

14. In terms of evidence, the following statement was submitted by the Landlord's agent by way of justification:

The estimated rental Value for this property is £1,500.00 per calendar month. The landlord owns all the properties on this site. The tenant is currently paying £1,150.00 with the proposed rent increase taking the rent to £1,240.00. We have let smaller properties (2 beds) for more recently so we do feel the rent increase is justifiable.

Lets Agreed

2 bed -£1,275.00 -April 2026

3 bed -£1,450.00 - Jan 2026

3 bed -£1,450.00 -Sept 2025

Currently reserved

2 bed - £1,300.00 - due to move in this month May 2026.

15. In addition, the Landlord submitted evidence of current right move listings of comparable properties in the area.

Property	Type	Rent Advertised	
Great Cheetham Street West, Salford, Greater Manchester, M7	Period 3 bedroom town house close to town centre	£1,450 pcm	Fully Furnished
Ian Drive, Manchester,	Detached 3 bed, 2 bathroom house.	£1,600 pcm	
Alban Street. Salford, Greater Manchester. M7	Semi-detached 3 bedroom town house with integral garage.	£1,600 pcm	Part Furnished

Determination and Valuation

16. The Tribunal first considered the tenants reasons:
- (i) that no upgrades or improvements had been carried out to the property and it was not of a standard to justify an increase. However, whilst improvements or upgrades have been made, no specific condition issues were identified by the tenant which may impact upon rental value.
 - (ii) Reference was also made to similar properties of the same type and size within the locality are being advertised and let at lower rates. However, no evidence was submitted by way of justification.
17. The Tribunal then turned to the supporting evidence provided by the Landlord.

18. Firstly, the Landlord listed one, 2 bedroom property and two, 3 bedroom properties let at £1,275 and £1,450, respectively. Reference is also made to another 2 bedroom property recently let at £1,300 with the new tenant scheduled to take occupation in May 2026. In respect of all four properties, the information is limited in that none of these properties were identified other than being on the same estate. However, they do provide useful guidance.
19. Secondly, the Landlord listed 3 properties advertised as being available on the Right Move web site. The first property is a period 3 bedroom 'town house'. The second property is a detached three bedroom, two bathroom house. The third property is a larger 3 bedroom house with integral garage. None of these are considered directly comparable to the subject property and therefore of limited assistance to the Tribunal. Furthermore, these are advertised rents rather than confirmed lettings.
20. Using its own expert, general knowledge of rental values in the area, and having regard to comparables provided (where relevant), the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £1,240 pcm which is the same as the rent sought under the Section 13(4)(a) notice. 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 the comparable properties.
21. As the property is modern and in good condition, with no specific condition issues identified, it is not necessary to make any further adjustments to this level of rent.

Undue hardship

22. 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.
23. The Tenant made representations of undue hardship as follows;

"I object to the proposed rent increase on the basis that it would cause significant financial hardship.

I am a single parent and currently in receipt of Universal Credit, and despite this I already experience a monthly shortfall in meeting my essential living costs, including rent, utilities and childcare. The proposed increase would make the rent unaffordable for me and would place me at real risk of falling into arrears and potential housing instability.

As a single parent, maintaining stable accommodation is critical for the wellbeing of my household, and any increase at this time would have a serious impact on my ability to provide for my child. In the circumstances.”

24. In response, the Landlord commented;

“We acknowledge the tenant has advised she cannot afford a rental increase. However, we do not feel this should take away the right for the landlord to increase the rent to ensure it is kept in line (in this case still below) market value. The tenant should consider moving into a smaller property that may be more affordable.”

25. The tenant refers to being on Universal credit and already suffers a ‘shortfall’ in her monthly outgoings. Whilst it would have assisted the Tribunal to understand the full extent of the shortfall in monetary terms, it recognises that the tenant may not have fully understood the required information.
26. The Tribunal recognises the Landlords right to a market rent. However, it is not appropriate for the Landlord to comment upon the suitability of the accommodation.
27. On balance, the Tribunal accepts that for the increase to take effect from the date in the Landlord’s Notice would cause undue hardship in part and accordingly, sets the starting date for the new rent as 15th June 2026.

Decision

28. Therefore, the Tribunal determines the market rent at £1,240 per calendar month with effect from 15th June 2026.

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.

