

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BQ/MRA/2026/0015
Property	43 Co-Operative Road, Middleton, M24 2YU
Tenant	Philippa Fielden
Tenant's Representative	N/A
Landlord	The PRS REIT Investments LLP
Landlord's Address	c/o Ascend Properties, Stafford Court, 145 Washway Road, Sale, Cheshire M33 7PE
Landlord's Representative	Ascend Estates LTD, Stafford Court, 145 Washway Road, Sale, M33 7pe
Date of Application	1st June 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. Sean Harvey– Tribunal Member
Date of Decision	28th July 2026
Rent Determined	£1,340.00 per calendar month
Date the new rent takes effect	12th August 2026

REASONS FOR THE DECISION

Background

1. On 20th May 2026 the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,340 per calendar month (pcm) in place of the existing rent of £1,225 pcm to take effect from 12th August 2026.
2. On 1st June 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 12th July 2023 for a term of 12 months. 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 or inspection. The Tribunal has considered this case based on the papers provided by the parties and its own knowledge and specialist expertise. The property was not inspected.

The Property

9. The property was not inspected. Accordingly, the Tribunal relies upon the material provided including floor plans, photographs and associated details. The property comprises of a mid-terrace house constructed to the 'Ellesmere' design and forms part of a modern residential development of similar age and size properties. It provides the following accommodation:

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 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 believe the current rent of £1,225 per month reflects the market value of the property. Comparable properties on the same development are let at lower rents, and I have historically paid a higher rent than similar neighbouring properties.'

12. As to condition, the tenant states 'there is an ongoing drainage issue affecting the garden. Following inspection, I was advised that the drainage works previously carried out had failed and that further remedial works were required. These works were not completed and the issue remains unresolved.'
13. In terms of rental evidence, the Tenant's application form refers to image 0.jpeg and image 1.jpeg. However, these are images of the drainage issues referred to at paragraph 12 above and not rental evidence.

The Landlord

14. The Landlord addresses the issue of drainage by stating that 'the garden has been inspected and assessed as compliant with NHBC guidelines. The contractor's reports to date all confirm that there is no standing water within three metres of the property four hours after rainfall, and on that basis they have determined that the drainage performance meets the applicable standard and that no remedial works are required. The landlord has also advised that use of the garden during wet weather can contribute to soil compaction, which may exacerbate drainage

issues, and has recommended regular aeration and reseeding as part of routine garden maintenance to improve soil condition and surface water absorption.'

15. In terms of Landlord evidence, the agent has listed seven three bedroom properties comprising a mix of semi-detached, end terrace, mid terrace and a detached house, all of which are located in the same locality. Rental achieved range from £1,375 to £1,435. Rents were noted to have been agreed between February and April 2026.

The Landlord maintains that the evidence provided supports a market rent proposed of £1,340 for the subject property. The best comparable is the rent achieved on another 'Ellesmere' unit of £1,435, the only difference between this and the subject property being that this unit has an additional ensuite bathroom, hence the reason for the slightly lower market rent applied to this unit.

The Landlord maintains that 'the proposed rent adjustment from £1,225 to £1,340 represents a reasonable alignment with these market values, ensuring that the rent remains competitive yet proportionate to the property's condition, size, and amenities.'

Determination and Valuation

16. The Tribunal first considered the drainage issue in the garden as identified in the supporting images. The soiled and muddy conditions is typical of 'winter' conditions particularly where wet grass is walked upon. It is considered that with appropriate maintenance, the lawn will recover during the spring and summer months. Accordingly, the garden drainage issue is not considered significant enough to impact upon the rental sum sought by the Landlord.
17. The Tribunal then turned to the letting evidence provided by the tenant. Whilst this is referred to as comparable properties in the application forms, no evidence was found. We refer to paragraph 13. Justification therefore relies upon commentary from the tenant as noted above.
18. The Tribunal then considered the supporting evidence provided by the Landlord. The evidence sits within the range of £1,375 – £1,435 pcm. When applying appropriate adjustments to reflect detachment and en-suite facilities, the Tribunal finds that the evidence comfortably supports the lower of this range being £1,375 pcm.
19. Accordingly, using its own expert, general knowledge of rental values in the area, and the comparables provided, the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £1,375 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.

20. As the property is modern and in good condition, it is not necessary to make any adjustments to this level of rent.

Undue hardship

21. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
22. The Tenant referred to recent medical issues which impacted upon her 'financial circumstances and created additional pressures'. Whilst no evidence was submitted to support this assertion, the Tribunal nevertheless has carefully considered personal circumstances.
23. The Landlord does not comment upon the claim for hardship.
24. The Tribunal notes that the increase in the rent requested in the Section 13(2) notice is below the rent determined by this Tribunal. It further notes that the increase will not take effect until 12th August 2026. These factors combined have mitigated the effect of the increase upon the tenant. As such, the Tribunal considers that for the increase to take effect from the date specified in the notice would not cause undue hardship and accordingly sets the starting date for the new rent on 12th August 2026.

Decision

25. Accordingly, the Tribunal determines the new rent at the amount proposed by the Landlord of £1,340.00 per calendar month as this is lower than the open-market rent of £1,375.00 determined by the Tribunal with effect from 12th August 2026 which is the date fixed in the notice and also the first period of the tenancy which begins on or after the date of the determination.

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.