

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BR/MNR/2026/0213
Property	Apartment 3, 5 Clarence Street, Salford, Greater Manchester, M7 1BR
Tenant	Emily Lyons and Lucy Bitran
Tenant's Representative	None
Landlord	The PRS REIT (LGIM) LLP
Landlord's Address	c/o Ascend Properties Stafford Court, 145 Washway Road, Sale, Manchester, M33 7PE,
Landlord's Representative	Simple Life Homes / Ascend Properties
Date of Application	15 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Morgan Williams FRICS – Chair Ms S Johnson
Date of Decision	26 June 2026
Rent Determined	£1,215.00 per calendar month
Date the new rent takes effect	6 June 2026

REASONS FOR THE DECISION

Background

1. The Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1255.00 per calendar month (pcm) in place of the existing rent of £1140.00 pcm to take effect from 6 June 2026.
2. On 15 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 06 June 2025 for a term of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. The repairing covenants are set out in clause 7 & 15 of the tenancy agreement and are essentially 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. The property is let on a fully furnished basis.

Liability for Council Tax

6. The Tenants are 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. All of the terms of the tenancy agreement generally.

Inspection/Hearing

8. Neither party requested an oral hearing, nor did the Tribunal think one was necessary. 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 ground floor flat forming part of a modern development, offering the following accommodation:

Hallway, two bedrooms, two bathrooms and open plan kitchen living space.

The Property appears to benefit from electric heating and double glazing.

The Property is situated in the Salford area of Greater Manchester within close proximity of amenities. Manchester City Centre is approximately 1 mile to the south east.

Evidence

10. Only the Landlord returned the Tribunal's Reply forms.

The Tenant.

11. The Tenant made the following comments in their application:

- a) They set out the furniture included within the tenancy as 'Living/kitchen - TV stand, Sofa, Armchair, coffee table, kitchen table, 4 kitchen chairs, dishwasher, fridge/freezer, washing machine Bedroom - wardrobes, bed, 2 bedside drawers'
- b) They stated there had been issues in relation to repairs including 'The wooden cover next to the toilet over the pipes came off and the landlord refused to fix it so I had to pay for materials/help. There was a leak coming from upstairs and the landlord only painted over it so I had to pay for carpet cleaning services as it was soaked and smelt mouldy.'
- c) They proposed a rent of £1215 and set out the following reasons ' I saw listing 2 months ago of the exact same flat as mine in the same complex that was listed for £1195. Currently there is another 2-bed flat with similar dimensions although slightly different layout in the same complex and same block as me listed on their website for £1215. The same landlord has another property a 2 minute drive from here with the same furnishings and similar layout/size listed for £1200. I have had a look on Rightmove and found 6 pages of 2-bed flats/town houses at a similar price point in the local area - either cheaper than we are being quoted or for the same price with better amenities such as a gym included, concierge, bigger.'

- d) They also went on to state ‘When I first moved into the apartment 3 years ago it was the cheapest of the 2-bed options listed on the website so I’m struggling to understand why it is now valued at more than some of the others listed.’
12. In terms of rental evidence, the Tenant provided an extract from the property portal “Rightmove” which showed a furnished property on Barnabus Drive advertised at £1200pcm, a property within Empyrean (added on 13/02/2026) marked as let agreed against a quoted rent of £1195pcm and a copy of the property mentioned in 11.c) above on the Simple Life Homes’ website at a quoted rent of £1215 pcm.

The Landlord

13. The Landlord provided a Rightmove Best Price Guide (along with their own tenancy schedule for properties let within Empyrean) which included the following comparables of note:
- a) 2 Bedroom apartment, fully furnished in the Empyrean development (albeit the specific block number is not provided). The quoted rent is £1280 pcm, it is marked as Let Agreed albeit it does not state at what rent. The property was marketed between 13 March 2026 to 9 April 2026.
 - b) 2 Bedroom apartment, fully furnished in the Empyrean development (albeit the specific block number is not provided). The quoted rent is £1255 pcm, it is marked as Let Agreed albeit it does not state at what rent. The property was marketed between 30 April 2026 to 4 May 2026.
 - c) 2 Bedroom apartment, fully furnished in the Empyrean development (albeit the specific block number is not provided). The quoted rent is £1230 pcm, it is marked as Let Agreed albeit it does not state at what rent. The property was marketed between 28 April 2026 to 4 May 2026.
 - d) 2 Bedroom apartment, fully furnished in the Empyrean development (albeit the specific block number is not provided). The quoted rent is £1225 pcm, it is marked as Let Agreed albeit it does not state at what rent. The property was marketed between 22 April 2026 to 24 April 2026.

Determination and Valuation

14. The Landlord through their Agent's own admission, in the letter dated 05 May 2026, accepts that a proposed increase to £1225 is fair and reasonable, even though in their notice the proposed rent is £1255 pcm.
15. The comparable lettings provided by the Landlord in the Rightmove Best Price Guide and those provided by the Tenant, particularly those within the Emphyrean development, were most useful and the Tribunal is grateful to the parties for these.
16. The Landlord also provided a schedule of the let properties within Emphyrean Block 3. The Tribunal has been cautious in reviewing these, as it is clear that some of these properties are renewals and by the Agent's own admission have resulted for from rent variation notice which has set the rent at the level denoted in the schedule. These are therefore not comparable open market lettings within the block but renewals and rent reviews.
17. The Tribunal, in determining the Market Rent, has been mindful of three critical factors:
 - a) Firstly, the subject property is a ground floor apartment which can be deemed as less attractive due to external noise factors compared with for example first floor or second floor apartments, which some of comparable clearly are.
 - b) Secondly, the rents quoted in the let agreed adverts may not be the final rents achieved, however the Tribunal is satisfied that if they do differ they are unlikely to be above that quoted.
 - c) Thirdly, Simple Life Homes is currently marketing a property within the block at £1,215 pcm. Whilst the property is not let and therefore not a comparable in the strictest sense, this provides persuasive evidence of the rent that a two-bedroom apartment in the block is likely to achieve in an open market letting.
18. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1215.00 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 the comparable properties including being completely furnished by the landlord.

19. Given that the let Comparables are within the same block, fitted with modern appliances and are also furnished to the same standard as the subject property they are likely as comparable a letting that can be found, the Tribunal is therefore satisfied that no adjustment to the above quoted Market Rent is needed.

Market rent

£1215.00 pcm

Undue hardship

12. 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.
13. The Tenant has not made an application for on the basis of undue hardship. The Tribunal has therefore not considered it and the new rent will take effect from the date set out in the Landlord's notice.

Decision

14. Therefore, the Tribunal determines the market rent at £1215.00 per calendar month with effect from 6 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.