	FIRST - TIER TRIBUNAL **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00ET/MNR/2026/0232**
Property	**19 Hean Castle Close, Runcorn, WA7 1JW**
Tenant	**Antony Bonney & Laura Bonney**
Tenant's Representative	
Landlord	**The PRS REIT (SW II) Investments LLP**
Landlord's Address	**Stafford Court, 145 Washway Road, Sale, Manchester, M33 7PE**
Landlord's Representative	**Ascend Properties**
Date of Application	**24 April 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 Chisholm**
Date of Decision	**24 June 2026**
Rent Determined	**£1,195.00 per calendar month**
Date the new rent takes effect	**26 April 2026**

REASONS FOR THE DECISION

Background

1. On 18 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,195.00 per calendar month(pcm) in place of the existing rent of £1,040.00 pcm to take effect from 26 April 2026.

2. On 24 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 shorthold tenancy commenced on 26 May 2020 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 modern end-terrace house providing the following accommodation:

   open plan living room kitchen, 1 WC, 1 family bathroom, 2
   double bedrooms, 1 single bedroom and 1 ensuite

Outside: front and rear gardens, driveway

The Property is situated in the Hollystone Bank Development in Runcorn, close to amenities. Liverpool is approximately 15 miles to the west on the opposite bank of the River Mersey.

Evidence

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

The Tenant

11. The Tenant did not provide any comparables, but noted that the proposed increase was excessive in percentage terms and proposed a monthly rental of £1,050. The Tenant further noted that most of the comparables presented by the Landlord were owned by the Landlord, giving the Landlord 'a monopoly on pricing'

The Landlord

12. The Landlord provided details of a number of comparable properties in Hollystone Bank with rents ranging between £1,195 and £1,250 pcm.

Determination and Valuation

13. The Tribunal found that the Landlord's comparable evidence was highly relevant. The fact that many comparable properties in the immediate vicinity are in the ownership of the same Landlord does not reduce the weight attached to the comparable evidence.

14. Relying on its own expert, general knowledge of rental values in the area and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property in good order would be in the order of £1,195.00 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.

15. The Tribunal considers the property to be in overall good condition. As such, no adjustments are warranted and the market rent is determined as below.

Market rent

£1,195.00 pcm

Undue hardship

16. 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.

17. The Tenant has stated that a rent increase will cause financial hardship. Only very limited information and no supporting evidence was provided as to the Tenant's financial position.

18. Whilst any significant increase in rent will inevitably cause some measure of hardship, in considering whether to exercise its discretion to postpone the rent increase, the question for the Tribunal is whether undue hardship will be caused. In this case, the Tribunal does not consider that a case for undue hardship is established. Accordingly, the new rent will take effect from the date specified in the Landlord's Notice of Increase.

Decision

19. Therefore, the Tribunal determines the market rent at £1,195.00 per calendar month with effect from 26 April 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.