	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/41UC/MRA/2026/0004**
Property	**24 Thorneywood Road, Drakelow, Burton-on-Trent, DE15 9WW**
Tenant	**Emily Mason and Christopher Mason (joint tenants)**
Tenant's Representative	**None**
Landlord	**The PRS REIT (LBG) Borrower Limited**
Landlord's Address	**Stafford Court, 145 Washway Road, Sale, Manchester M33 7PE**
Landlord's Representative	**Ascend Estates Ltd trading as Simple Life Homes**
Date of Application	**28 May 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Morgan Williams FRICS – Chair** **Ransford Stewart MBE**
Date of Decision	**24 August 2026**
Rent Determined	**£1,160.00 per calendar month**
Date of Valuation	**27 May 2026**
Date the new rent takes effect	**6 September 2026**

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REASONS FOR THE DECISION

Background

1. On 27 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of 1,210.00 per calendar month(pcm) in place of the existing rent of £1,070.00 pcm to take effect from 6 September 2026.

2. On 28 May 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 6 September 2024. 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. The tenancy includes the provision by the Landlord of an oven, hob, fridge-freezer, washer/dryer, dishwasher, carpets and blinds. The Landlord also undertakes maintenance of certain communal landscaped areas.

6. The above are all supplied as part of the letting package within the monthly rent.

Liability for Council Tax

7. 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.

8. All the terms of the tenancy generally.

Hearing

9. 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

10. The Property is a modern mid-terrace house situated within the Drakelow area of Burton-on-Trent.

11. The accommodation comprises a living room, kitchen, downstairs WC, three bedrooms, family bathroom and storage accommodation. The property has a rear garden and off-road parking for one vehicle.

12. The Property benefits from gas-fired central heating, double-glazed windows and modern estate construction. Internal finishes comprise laminate flooring to the ground floor, carpeting to the upper floor accommodation and vinyl flooring within the bathroom.

13. The Property forms part of a relatively modern build to rent residential development within reasonable reach of local amenities and transport links

Evidence

14. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant.

15. The Tenant made the following comments:

    a) The Tenants contend that the proposed increase of approximately 13% is excessive and substantially above local market levels. They rely upon internet-based rental evidence, including listings from the landlord's own website and Rightmove, which they say show similar house types on the same estate being advertised for rents below the proposed figure. They also rely upon an online rental calculator suggesting a figure materially below that proposed by the landlord.

    b) The Tenants dispute the relevance of the landlord's external comparables, contending that one property is located within Burton-on-Trent rather than South Derbyshire and includes an en-suite, whilst

another includes a garage not available at the subject property. They assert that both advertised comparables later reduced their asking rents.

c) The Tenants further state that they have been good tenants, have maintained the Property to a high standard and have promptly reported repair issues. They also refer to concerns regarding maintenance of communal landscaping

16. In terms of rental evidence, the Tenant had provided extract from the property portal "Rightmove" which showed similar properties within the same Build to Rent Drakelow development available to let from £1,160 pcm to £1,200 pcm.

The Landlord

17. The Landlord submits that the proposed rent of £1,210 per calendar month reflects the open market rental value of the Property as at the valuation date.

18. The Landlord relies principally upon evidence of lettings achieved within the same development, including identical and similar three-bedroom houses, together with active market listings in nearby locations. The Landlord contends that the proposed rent falls comfortably within the range indicated by this evidence.

19. The following comparables were provided by the Landlord:

a) Oakamoor Street, Burton-on-Trent
Rent: £1,215 pcm.
Type: End-terrace house.
Bedrooms: 3.

b) Barnstone Road, Drakelow
Rent: £1,250 pcm.
Type: Detached house.
Bedrooms: 3.

c) Thorneywood Road
Rent: £1,200 pcm.
Type: End-terrace house.
Bedrooms: 3.

d) Haddon Drive, Drakelow
Rent: £1,220 pcm.
Type: End-terrace house.

Bedrooms: 3.

e) King Lane, Burton-on-Trent
Rent: £1,200 pcm (tenant states subsequently reduced).
Type: Townhouse.
Bedrooms: 3.

f) Westwood Park, Newhall
Rent: £1,200 pcm (tenant states subsequently reduced).
Type: Semi-detached house.
Bedrooms: 3.

Determination and Valuation

20. A number of the comparables provided by both the Tenant and the Landlord were particularly suitable in terms of comparability to the subject property. Most notable was the properties within the same Drakelow development.

21. However, the Landlord's evidence as to achieved rents is unsatisfactory, they caveat the schedule of properties, which they have helpfully provided dates for, with *'Rents achieved and being paid by existing tenants for similar properties on this Simple Life Estate'* . As such it is not clear which of the comparable properties listed above are genuine open market lettings and which are just rent reviews agreed with an existing tenant who may be inclined to pay more than market rent in order to avoid the hassle of moving.

22. Ultimately, an agreed rent review is not open market letting evidence, the Landlord's evidence is therefore of limited probative value, and does little to truly assist in the Tribunal in determining the Market Rent for the subject property; The Tribunal has therefore placed little weight on the Landlords evidence.

23. The evidence supplied by the Tenant was also not of recent open market lettings, but of properties available to rent, on the same development with the same Landlord and agent. Whilst this may not be market evidence, it does demonstrate where the landlord truly believes the market to be and what can be achieved in terms of rent for comparable properties on the open market, rather than in rent reviews which are not arm's length transactions.

24. 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 rent of the subject would be in the order of £1,160.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation

date and if it was in the same general condition as the comparable properties including having white goods provided by the landlord.

25. Given the excellent condition of the property, the white goods being supplied by the Landlord, and similarity between the comparable property and the subject property, the Tribunal has no requirement to make any further adjustments from this level.

Open-Market Rent **£1,160.00 pcm**

Decision

12. The Tribunal determines the new rent amount at £1,160.00 per calendar month with effect from 6 September 2026 which is the beginning of the first new 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 (rule 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.