	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00GL/MRA/2026/0015**
Property	**Apartment 702, The Goods Yard, Glebe Street, Stoke-on-Trent, ST4 1AF**
Tenant	**Mr Nabeel Mumtaz Ahmed and Ms Hana Zara Bokhari**
Tenant's Representative	**None**
Landlord	**Capital & Centric (Adagio Rentals) Ltd**
Landlord's Address	**Capital & Centric, 1st Floor, Neptune Mill, 64 Chapeltown Street, Manchester M1 2WQ**
Landlord's Representative	**Ollo Living**
Date of Application	**29 June 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	**27 August 2026**
Rent Determined	**Capped at £1,390.00 per calendar month**
Date of Valuation	**29 May 2026**
Date the new rent takes effect	**1 September 2026**

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REASONS FOR THE DECISION

Background

1. On 29 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,390.00 per calendar month(pcm) in place of the existing rent of £1,325.00 pcm to take effect from 1 August 2026.

2. On 29 June 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 22 July 2025. 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 is furnished. The landlord provides beds, mattresses, a dining table and chairs, a sofa and television unit together with integrated kitchen appliances.

6. The Tenant also has access to the residents communal facilities within the development including a residents' lounge, gym, television lounge and co-working facilities. This is included within the monthly rent.

7. Parking and Wi-Fi are charged separately and are not included within the contractual rent. The Parking is charged at £50 pcm and the Wi-Fi is £40 pcm.

Liability for Council Tax

8. 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.

9. All the terms of the tenancy generally.

Hearing

10. 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

11. The Property is a purpose-built apartment situated within the Goods Yard build-to-rent development adjacent to Stoke-on-Trent railway station. It is located on the seventh floor of a modern apartment building.

12. The accommodation comprises an entrance hall, open-plan kitchen/living area, two bedrooms and two bathrooms, one being an en-suite. The gross internal area is stated to be approximately 79 square metres (849 square feet). The property benefits from district heating and double glazing.

13. The tenancy includes access to communal facilities within the development including a residents' lounge, gym, television lounge and co-working space. Parking is available separately.

14. The development occupies a location close to Stoke-on-Trent railway station, Staffordshire University and the Trent and Mersey Canal.

Evidence

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

16. Both parties proceeded to submit, what they stated to be expert evidence. For the avoidance of doubt the Tribunal did not give either party leave to rely on expert evidence nor was any necessary.

17. As such the Tribunal has disregarded an aspects that related to opinions of value and focused on the comparable properties provided by both parties.

18. The Tribunal is deeply disturbed by the possibility that the Tenants, have submitted an expert report, which appears to have been authored by one of them, Mr Nabeel Ahmed, as a member of the Royal Institution of Chartered Surveyors (RICS).

19. For clarity the contents of the Report could have readily been submitted as evidence and submissions and for which there was absolutely no requirement for the supposed RICS compliant report.

20. Any expert evidence should be independent and objective, and comply with Rule 19 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

21. Of particular Relevance is 19(1), which relates to the overriding duty of the Expert to the Tribunal, above that of their client.

22. Furthermore, PS 3.2(a) of the RICS – Surveyors Acting as Expert Witnesses (4th Edition) (Whilst the 5th edition is available it does not come into effect until 30 November 2026, however similar wording can be found there in 3.1(1)(a)) states that Members must only undertake to act as an expert witness where they have the ability to act impartially in the assignment.

23. PS 2.1 of the same states:
'Your overriding duty as an expert witness is to the tribunal to which the expert evidence is given. This duty overrides any contractual duty to your client. Your duty to the tribunal is to set out the facts fully and give truthful, impartial and independent opinions, covering all relevant matters, whether or not they favour your client. This applies irrespective of whether or not the evidence is given either under oath or affirmation.'

24. The Tribunal fails to see how Mr Ahmed could maintain any semblance of impartially or independence when he is a party to the case.

25. Within the Report Mr Ahmed also makes the following statements:
    a) 1.3 I confirm that I am a Member of the Royal Institution of Chartered Surveyors (MRICS) with experience in the valuation of residential property, including the private renting sector (PRS), build to rent (BTR), Co-Living and Purpose Built Student Accommodation (PBSA) markets across the UK. I have no conflict of interest in this matter.

    b) 1.4 This report is prepared in accordance with the RICS Valuation — Global Standards (the "Red Book"), the RICS Professional Standard Comparable Evidence in Real Estate Valuation (1st edition, 2019), and the provisions of the Housing Act 1988 as amended

26. The Tribunal finds both of these statements concerning.

27. There is a clear apparent conflict of interest if the author is also one of the parties to the litigation and therefore has a direct financial link to the outcome of the case.

28. Furthermore, the Red Book states the following:

'PS 2 Ethics, Competency, objectivity and disclosures
1 Professional and ethical standards

1.5 Members must act with integrity and avoid any actions or situations that are inconsistent with their professional obligations. They must bring the required levels of independence and objectivity to bear on individual assignments,...'

3 Independence, objectivity, confidentiality and the identification and management of conflicts of interest

3.3 Members must bring the required levels of independence and objectivity to individual assignments, respecting and maintaining confidentiality, and identifying and managing potential or actual conflicts of interest.

29. As set out above the Tribunal fails to see how Mr Ahmed could be independent and objective if he is one of the Applicants bringing this case. Therefore, it follows that the report provided would not be compliant with the Red Book.

30. The above Professional standards are obligatory for members.

31. Mr Ahmed is reminded of his duties in terms of professional conduct and ethics. Particularly Rule 1 of the RICS Rules of Conducts being:

'Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS.'

32. The Tribunal notes the serious professional and ethical issues raised by the Tenant's approach to presenting his evidence to the Tribunal, but these are matters for the Tenant's professional body. Whilst it is acknowledged that the Tenant has not sought to conceal his role in preparing the Expert Valuation Report, the claim that he has no conflict of interest is clearly contradicted by the facts of the matter. Mr Ahmed should seriously consider the question of whether he should refer himself to the RICS for a potential breach of the above rules and professional standards.

The Tenants.

33. The Tenant provided the following comparables:

Address	Type	Beds	Baths	Sq Ft	Rent pcm	Date	Comparison
Goods Yard (different floor, same floorplan)	BTR	2	2	851	£1,250	Mar-26	Directly comparable location and specification. Would expect the same rent for subject property.
Goods Yard (same floor and floorplan)	BTR	2	2	851	£1,325	Feb-26	Directly comparable location and specification. Would expect the same rent for subject property.
Goods Yard (2 bed 1 bath)	BTR	2	1	679	£1,090	Aug-25	Comparable location and inferior specification. Would expect higher rent at subject property.
Goods Yard (3 bed 1 bath)	BTR	3	1	1,053	£1,485	Feb-26	Comparable location and superior specification. Would expect lower rent at subject property.

The Landlord

34. The Landlord provided a variety of comparables the most relevant being set out in their MR2 and reproduced below:

Apartment	Beds	Baths	Sq Ft	Floor	Previous Rent	Re-let Rent	Increase	Tenancy Start
219 Goods Yard	2	2	851	2	£1,250	£1,350	+8.0%	5 August 2026
320 Goods Yard	2	2	851	3	£1,275	£1,370	+7.5%	10 August 2026
402 Goods Yard	2	2	851	4	£1,275	£1,340	+5.1%	19 June 2026
716 Goods Yard	2	2	851	7	£1,325	£1,400	+5.7%	1 June 2026
718 Goods Yard	2	2	851	7	£1,350	£1,400	+3.7%	1 June 2026
902 Goods Yard	2	2	851	9	£1,400	£1,450	+3.6%	5 June 2026

Determination and Valuation

35. Firstly the Tribunal finds that the subject property is a two bedroom two bathroom property, with both bathrooms in good working tenantable order at the valuation date.

36. The Tribunal considers the comparables provided by the Landlord and Tenant were all helpful in determining the Market Rent, and the Tribunal is grateful for their submission.

37. The Tribunal finds that the most relevant comparables were apartment 716 and 718 submitted by the landlord, for the reasons set out below.

38. They are both open market lets, not rent reviews.

39. The comparables are near identical in terms of location, they are both situated on the same floor within the same block of apartments, thus benefitting from exactly the same standard of finish, furnishing, amenities and services as the subject property.

40. They are both two bedroom, two bathrooms, the same as the subject property.

41. Critically is the date at which they are let. The valuation date is, the date at which the notice is to take effect being, the 29 May 2026. In terms of proximity to the valuation date these lets are the nearest.

Apartment	Agreement signed date	Tenancy Start
716 Goods Yard	8 May 2026	1 June 2026
718 Goods Yard	27 May 2026	1 June 2026

42. It is for these reasons that the Tribunal prefers these two comparables over any of the comparables submitted by the Tenant, and the other comparables submitted by the landlord.

43. Relying on its own expert, general knowledge of rental values in the area, the comparables provided (particularly Apartment 716 & 718), the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,400 pcm. This is the rent we would expect the property to let for in the open market at the valuation date if it was in the same general condition as the comparable properties.

44. Given the properties are as comparable as properties get in terms of being the same number of bedrooms & bathrooms, on the same floor in the same apartment block, with the same finish, amenities and furnishing, there was no further requirement for the Tribunal to make any adjustments.

Open-Market Rent **£1,400.00 pcm**

Decision

12. The Tribunal determines the new rent at the amount proposed by the Landlord of £1,390.00 per calendar month as this is lower than the open-market rent of £1,400.00 pcm determined by the Tribunal with effect from 1 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.