

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BQ/MRA/2026/0035
Property	Apartment 19, Brook End, 22 Arkwright Avenue, Rochdale, OL16 2BU
Tenant	Aleena Mubashir and Muhammad Arham Siddiqui
Tenant's Representative	None
Landlord	The PRS REIT (SW II) Investments LLP
Landlord's Address	c/o Ascend Properties Stafford Court 145 Washway Road Sale, M33 7PE
Landlord's Representative	Ascend Properties
Date of Application	28 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge S Wickham Tribunal member Mr H Thomas FRICS
Date of Decision	3 September 2026
Rent Determined	£900 per calendar month
Date of Valuation	16 July 2026

Date the new rent takes effect	16 September 2026
--------------------------------	-------------------

REASONS FOR THE DECISION

Background

1. On 15 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,010 per calendar month (pcm) in place of the existing rent of £850 pcm to take effect from 16 July 2026.
2. On 28 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 16 December 2020. 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, curtains and white goods specified below) and the costs relating to the same.

5. None.

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.

Hearing

8. Neither party requested an oral hearing. The Tenant requested an inspection of this Property, but this was refused by Legal Officer F Shahariar Alam on 6 August

2026 on the basis that it was not necessary for the determination of the application and was not proportionate. 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 second-floor flat forming part of a modern, purpose-built residential development, offering the following accommodation:

Property: Hall, open-plan kitchen/living room with Juliet balcony, two bedrooms (the principal bedroom benefiting from an en-suite shower room) and a bathroom/WC.

Outside: The Property does not benefit from any private garden or outdoor space.

The Property benefits from central heating, double glazing, carpets in the bedrooms, laminate flooring in the bathrooms, living room and kitchen and an allocated parking space.

The Property is situated in Rochdale.

Evidence

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

The Tenant

11. The Tenant made the following comments:
- a) The Tenant asserted that defects identified in a previous Tribunal determination, namely a defective Juliet balcony lock and damp staining caused by water ingress from a leaking roof, remained outstanding at the Property. The Tenant provided photographic evidence in support.
 - b) The Tenant relied upon ONS local rent data for Rochdale, which it argued suggested that the proposed rent exceeded local market levels. The Tenant also asserted that there were vacant units within the development currently being marketed with incentives, although no documentary evidence of this was provided.
 - c) The Tenant relied on a previous Tribunal determination, which determined the rent at £850 pcm as at 16 July 2025.

12. The Tenant provided the following comparables:

- a) Brook End, 22 Arkwright Avenue, an apartment (identical in layout/specification) in the same building as the Property where a rent was agreed at £895 pcm with a rent-free period of one month. The Tribunal noted this comparable was on the market with the reduced rent at the end of April 2025 and was unsure, from the evidence, when this let was achieved.
- b) Industry Road, Rochdale OL12, a two bedroomed terrace house with a garden advertised to let for £850 pcm.
- c) Whiteleys Place, Rochdale OL12, a two bedroomed terrace house on the market for £800 pcm.
- d) Clarence Street, Rochdale, a two bedroomed terrace house with front and back gardens advertised to let for £775 pcm.
- e) Clarke Street, OL16 – The Tribunal could not open the link to this comparable property and could not therefore consider it as part of the determination.

The Landlord

13. The Landlord made the following comments:

- a) The Landlord confirmed that the Tenant had raised maintenance issues concerning the patio doors and damp staining caused by a leak above the patio door. The Landlord asserted that these issues had been addressed. The Landlord referred to repairs to the patio doors carried out in January 2026 and to further works undertaken in May 2026, comprising an adjustment to the patio door and repairs to the flat roof by the block management team. The Landlord further stated that no additional complaints had been received from the Tenants since those works were completed.

14. The following comparables were provided by the Landlord:

- a) Two achieved lettings of 2 bedroomed apartments, of identical style to the Property, at Brook End in May 2026 and October 2026 for £1,025 pcm and £1,015 pcm respectively. The Tribunal notes that some of the dates contained within the Landlord's evidence appear inconsistent and

may contain typographical errors. The Tribunal has therefore treated the dates with appropriate caution.

- b) Five achieved lettings of 2 bedroomed apartments, similar in size and specification to the Property, at Coral House with rent of £1,035 pcm and £1,025 pcm. The dates of the lettings range from 28 October 2025 – 18 December 2026. The Tribunal notes that some of those dates appear inconsistent with the chronology of the proceedings and may contain typographical errors.
- c) Apartments at New Baillie Street and Upperbanks West Block advertised to rent at £1,270 and £1,255 0.7 miles from the Property of a similar unit type, but with additional building amenities.
- d) A two bedroomed apartment at Greenmount Pargate Chase of similar style, 2.5 miles away listed in March 2026 for £1,050 pcm.

Determination and Valuation

15. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
16. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property assuming it was in a reasonable state of repair and condition would be in the order of £900.00 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 and assuming the provision of the white goods included within the tenancy.
17. The Tribunal considered all of the comparable evidence provided by the parties. The Tribunal attached limited weight to the comparable properties relied upon by the Tenant, as these were predominantly terraced houses rather than apartments and were therefore of a different property type to the Property. The Tribunal attached greatest weight to the evidence relating to Brook End, which concerned apartments within the same development as the Property. The Tribunal attached less weight to comparables located elsewhere and, in

particular, to apartments within developments offering amenities not available at the Property. The Tribunal also noted that a number of the Landlord's comparables were advertised with incentives, including rent-free periods. The Tribunal therefore treated the advertised rents with some caution and did not assume that they reflected the rents ultimately achieved in the market.

18. From this level of rent, the Tribunal has not made any adjustment. Whilst the evidence suggests that some minor defects may remain at the Property, the Tribunal is not satisfied that they are such as to justify any specific adjustment to the market rent. The Tribunal accepts that the Landlord has taken steps to remedy the defects identified by the Tenant, although the evidence provided regarding those works could have been more comprehensive and it is not clear that all remedial works have been wholly successful. Nevertheless, in the absence of any further complaints or other evidence from the Tenant, the Tribunal accepts the maintenance records provided by the Landlord. Having considered all of the evidence, the Tribunal does not find that the condition of the Property is such as to warrant any reduction in the rental value of the Property.

Open-Market Rent

£ 900.00 pcm

Undue hardship

19. 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.
20. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenants say that they would suffer undue hardship because one of the Tenants is signed off work due to work-related stress and is currently receiving statutory sick pay. The Tenant refers to a doctor's note, but does not supply this.
21. The Landlord did not respond to the Tenant's application for postponement due to hardship.
22. The threshold for demonstrating undue hardship is high. The Tenant did not provide documentary evidence in support of those assertions. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

23. The Tribunal determines the new rent amount at £900.00 per calendar month with effect from 16 September 2026, which is the beginning of the first new period of the tenancy, which begins on or after the date of the determination

Reimbursement of Fees

24. The Tenants requested reimbursement of the Tribunal application fee of £47.00 in their application. The Landlord made no submissions in response.
25. The Tribunal notes that the Tenants were substantially successful in their application, the rent determined being materially below the rent proposed by the Landlord. In the circumstances, the Tribunal considers it just and equitable to order reimbursement of the application fee and therefore orders the Landlord to pay the Tenants £47.00 within 28 days of the date of this decision.

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 after 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.