

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BR/MRA/2026/0016
Property	Apartment 10, Block 1, 1 Clarence Street, Salford, M7 1BP
Tenant	Kunal Kishore
Tenant's Representative	N/A
Landlord	The PRS REIT (LGIM) Investments LLP
Landlord's Address	c/o Ascend Properties, Stafford Court, 145 Washway Road, Sale, Manchester M33 7PE
Landlord's Representative	Ascend Properties
Date of Application	2 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge L White Tribunal Member A Ramshaw FRICS
Date of Decision	23 September 2026
Rent Determined	£1040.00 per calendar month
Date the new rent takes effect	7 October 2026

REASONS FOR THE DECISION

Background

1. On 26 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,090.00 per calendar month(pcm) in place of the existing rent of £885.00 pcm to take effect from 7 August 2026.
2. On 2 June 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 tenancy commenced 07 August 2025. The rental period is monthly and rent is payable on the 7th of each month.

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. No service charges were identified as part of or separately from the rent.
6. The Tenant stated in the application form that the following furniture was provided: one bed, one couch, one small dining table/chair and a small TV unit. The Landlord in their reply advised that the following is also provided: oven, hob, fridge-freezer, washer/dryer, dishwasher, carpets, blinds and Juliet balcony.

Car parking

7. The Landlord states that the current rental figure of £885 pcm and the proposed rental figure of £1090 pcm includes a £50 pcm charge for parking in a secure car park. The Landlord states that if parking was not needed the current rent would be £835 pcm and the proposed rent would be £1040 pcm.
8. The Tenant states that the £50 pcm for parking is being charged in addition to the current rent of £885 pcm.

Liability for Council Tax

9. 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.

10. None.

Hearing

11. The Tenant requested an oral hearing and the Tribunal issued directions that a hearing would take place remotely. Attending the hearing was the Tenant and Tim Saxton and Ashley Jones, agents for the Landlord.
12. The Tribunal has considered this case on the basis of evidence heard at the hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

13. The Property is a one bedroomed ground floor apartment located in a block of apartments. The Property is located within a larger site consisting of six modern blocks comprising of 298 apartments, being two bedroom and one bedroom apartments. The Property comprises one bedroom, a shower room, kitchen/dining area and living area. There are two car parks which service the six blocks and there is the option for tenants to secure a parking space in return for an additional payment of £50 pcm.
14. The Property is heated by electric room heaters and the Property has double glazing.
15. The development which the Property is located in sits directly opposite Green Grosvenor Park and is in close proximity to local amenities and approximately 20 minutes' walk into Manchester City centre.

Evidence

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

The Tenant

17. The Tenant contends that the rent proposed in the section 13 notice, namely £1,090 pcm, exceeds the market rent for the Property. The Tenant submits that comparable one-bedroom properties in Salford and Manchester are advertised at rents generally between £700 and £900 per month and proposes that the market rent should be £850 per calendar month.
18. The Tenant relies upon a number of advertised comparables and submits that many are situated in more central locations, including Manchester postcodes M2, M3 and M4, whilst being available at rents comparable to or lower than the proposed rent. The Tenant argues that those developments frequently benefit from facilities such as gyms, concierge services, co-working spaces, resident lounges and enhanced communal facilities which are not available at the subject property.
19. The Tenant further submits that the subject property is disadvantaged by its ground-floor location, outlook towards the car park, reduced privacy, noise associated with the parking area and lack of additional amenities. The Tenant also relies upon evidence concerning the absence of advertised EV charging facilities which he says formed part of the Property's attraction when first rented.
20. The Tenant produced evidence that he was paying the current rent of £885 pcm and an additional £50 pcm from 03 June 2026 for parking in one of the secured car parks in the development.

The Landlord

21. The Landlord submits that the proposed rent of £1,090 pcm reflects the open market rent of the Property inclusive of a parking space and remains below the level indicated by comparable evidence. The Landlord relies principally upon rents achieved for comparable one-bedroom apartments within the same Clarence Street development.
22. At the hearing Mr Saxton gave further evidence regarding comparables within the development. He confirmed the following figures

	Average of five most recent renewals (pcm)	Average of five most recent new lettings (pcm)
Over all floors	£1084	£1108
Ground floor	£1040	£1070-£1090

23. The Landlord submits that these comparables demonstrate that the proposed rent is set at the market rent. In evidence Mr Saxton confirmed that market rent for a ground floor apartment is less than for an apartment on the other floors as those include a balcony.
24. The Landlord further contends that the tenant's comparisons are not like-for-like because they compare the subject property with developments offering different amenities and facilities. The Landlord notes that the development itself benefits from communal gardens and an on-site building manager and submits that the rent proposed is consistent with current market conditions.

Determination and Valuation

25. The Tribunal has been provided with comparable evidence from both parties. The Tenant relies primarily upon advertised properties in the wider Salford and Manchester area to demonstrate that the proposed rent exceeds the market level, whilst the Landlord relies principally upon achieved rents and current marketing evidence for similar one-bedroom apartments within the same development together with additional local comparables.
26. The Tribunal has considered all of the comparable evidence provided by both parties together with the oral submissions at the hearing and written representations submitted in support of their respective positions.
27. The Tribunal attaches greater weight to the Landlord's comparable evidence than to that submitted by the Tenant. The Landlord has provided evidence of rents achieved for a number of one-bedroom apartments within the same development as the subject property. The Tribunal considers that rents achieved for properties within the same development are likely to provide the most reliable indication of market rent because those properties share the same broad location, age, construction type and specification. The Tribunal also places particular weight upon evidence of rents actually achieved, as opposed to asking rents, because such evidence demonstrates what tenants have in fact been willing to pay in the open market.
28. The Tribunal accepts the Tenant's evidence that the subject property occupies a ground-floor position and faces directly towards a car park, factors which are capable of adversely affecting privacy, outlook and enjoyment of the Property. The comparables provided by the Landlord at the hearing differentiate between ground floor apartment and apartments which have balconies.
29. The Tribunal has also considered the Tenant's comparable evidence. The Tenant relies upon a number of one-bedroom properties advertised in Salford

and central Manchester and contends that these demonstrate that the proposed rent exceeds the market level. The Tribunal accepts that the Tenant has identified relevant matters affecting value, including the Property's ground-floor position, reduced privacy, outlook towards the car park and the absence of certain amenities present in some modern developments. Those matters are capable of influencing the rent which a willing tenant would pay.

30. Nevertheless, the Tribunal attaches limited weight to the Tenant's comparables themselves. The evidence consists principally of advertised properties rather than achieved lettings and insufficient information has been provided to establish that those properties are truly comparable to the subject property in terms of size, specification, location and tenancy terms. Furthermore, several of the properties relied upon are situated within different developments and neighbourhoods and therefore may reflect different market conditions.
31. Accordingly, the Tribunal finds that the Landlord's same-development comparables, in particular the comparables for ground floor apartments provide the strongest starting point for assessing the market rent of the Property. Further the Tribunal is satisfied that the figure of £1,040 pcm derived from the Landlord's evidence represents the rent for a comparable ground floor apartment excluding any separate parking arrangement.
32. The Tribunal accepts that the subject property does not benefit from the balconies available to apartments on the upper floors and that this is reflected in the lower rental values achieved for ground-floor units.
33. Whilst the Tribunal accepts that the Tenant was disappointed that EV charging facilities were unavailable, the Tribunal is not satisfied on the evidence that the presence or absence of EV charging facilities has any material effect upon the open market rent of the Property.
34. Taking all of the evidence into account and relying on its own expert, general knowledge of rental values in the area the Tribunal and by reference primarily to the evidence of rents achieved within the development for one bedroomed apartments on the ground floor, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1040.00 pcm. This is the rent the Tribunal 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.

35. The Tribunal is satisfied that the parking arrangement is separate from the tenancy of the Property. The tenancy agreement makes no provision for a parking space and the evidence demonstrates that parking may be taken separately at additional cost. The Tribunal therefore excludes the parking charge from its assessment of the open market rent for the Property.

36. From the level of market rent, the Tribunal has made no adjustments.

Open-Market Rent

£1040.00 pcm

Undue hardship

37. 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.

38. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant contends that implementation of the proposed rent increase would cause financial hardship. The Tenant states that he is the sole financial provider for his household in the United Kingdom and that he also provides financial support to dependent family members in India. He submits that an increase in rent from £885 per calendar month to £1,090 per calendar month would place significant pressure on his finances and requests that, if an increased rent is determined by the Tribunal, consideration be given to delaying the date from which the increase takes effect. The Landlord did not comment on this.

39. The Tribunal has carefully considered the Tenant's submissions. The Tribunal accepts that an increase in rent may create financial pressure for many tenants and does not doubt that the Tenant is concerned about the impact of any increase in rent. However, the burden rests upon the Tenant to establish undue hardship. In the present case no documentary or other supporting evidence has been provided in support of the hardship claim. When completing the application form, the Tenant confirmed that no evidence would be provided to demonstrate the alleged hardship.

40. The Tribunal has therefore been provided only with the Tenant's general assertions regarding his financial commitments. There is no evidence before the Tribunal concerning the Tenant's income, expenditure, savings, liabilities

or overall financial circumstances from which the Tribunal could properly assess either the extent of the hardship alleged or whether that hardship is undue. In those circumstances, whilst the Tribunal has taken the Tenant's representations into account, it is not satisfied on the evidence before it that the Tenant has established undue hardship. The Tribunal therefore declines to exercise its discretion to postpone the commencement date and determines that the new rent shall take effect from 7 October 2026.

Decision

41. The Tribunal determines the new rent amount at £1040.00 per calendar month with effect from 7 October 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 (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.