

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BR/MRA/2026/0005
Property	3 Falkirk Drive, Eccles, Manchester, M30 0YY
Tenant	Kenny Douglas
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, Manchester M33 7PE
Landlord's Representative	Ashley Jones, Ascend Properties
Date of Application	20 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Colin Green (Legal Chairman) Jim Gallagher MRICS (Valuer Member)
Date of Decision	30 September 2026
Rent Determined	£1, 615.00 per calendar month
Date the new rent takes effect	3 October 2026

REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between the parties dated 3 July 2020, an assured tenancy was granted of the Property for a term of 6 months starting on 3 July 2020 until 21 January 2021. The rental period is monthly with rent payable in advance on the 3rd day of each month.
2. On 20 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (as amended) which proposed a new rent of £1,615.00 per calendar month (pcm) in place of the existing rent of £1,295.00 pcm to take effect from 3 August 2025.
3. On 20 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.

Allocation of Repairs between Landlord and Tenant

4. As per the tenancy agreement and section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than any carpets and curtain 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 & Inspection

8. Neither party requested an inspection, but the Tenant requested a hearing which took place via CVP at 10.00 on 30 September 2026. The Landlord was represented by Ashley Jones of Ascend Properties, the Landlord's managing agent, and Tim Saxton of the Landlord's parent company. The Tenant appeared in person. Both parties were asked questions by the Tribunal and given the opportunity to expand and update their respective cases.

The Property

9. The description of the Property provided by the Landlord (which has not been contested) is as follows:

Type of House	Semi-Detached
House Style / Floorplan	Dunham Mod
Area	1097 sqft
Number of Bedrooms	4
Number of Bathrooms	2 (Family and En-suite)
Other Rooms	Kitchen / Dining, Living Room, Downstairs Toilet, Storage cupboards
Garden	yes
Amenities included in the rent	Oven, hob, fridge-freezer, washer/dryer, dishwasher, carpets, blinds
Other feature impacting on rental value	- Off-road space for one car - Double-glazing

Evidence

10. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply) forms.

The Tenant

11. The Tenant states that the rent keeps going up every year but this jump was a bit big, another £200.00 more since he moved into the Property paying £995.00 pcm and was told it would stay at that figure for a while, but has now gone up £500.00. The Tenant lives alone and his son stays. The price the Landlord is asking is just too much for the Property. The Tenant has had the full house painted inside.

The Landlord

12. Concerning the condition of the Property, the Landlord acknowledged that at the date of its submissions, two defects remained outstanding at the Property:

a minor leak from the boiler, which does not affect its use, and the lock on the front door not always catching but properly securable. The evidence of the hearing was that both these defects had been resolved before 3 August 2026, the relevant valuation date for the purpose of determining a market rent for the Property.

13. The following comparables were provided by the Landlord:

Achieved Lettings on Estate

Rents achieved and being paid by existing tenants for similar properties on this Simple Life Estate

Ref	Date	Address	Type	Bed	Rent pcm	Distance (miles)	Comments
	04-May-26	Blyth Avenue, Eccles	Mid-Terrace	4	£1,550	0.0m	Identical Property (Dunham Mod) but discount for mid-terrace
	25-Jul-25	Blyth Avenue, Eccles	Mid-Terrace	4	£1,545	0.0m	Identical Property (Dunham Mod) but discount for mid-terrace

On-the-market Properties in Local Area

Rents currently being advertised on similar properties in the local area.

Ref	Date	Address	Type	Bed	Rent pcm	Distance (miles)	Comments
1	14-Jun-26	Martin Street, Salford	Mid-terrace	4	£2,687	1.82m	Traditional mid-terrace
2	14-Jun-26	Liverpool Street, Salford	Mid-terrace	4	£2,100	1.80m	Traditional mid-terrace
3	14-Jun-26	Cannon Street, Eccles	Mid-terrace	4	£1,950	0.31m	Traditional Semi
4	14-Jun-26	Canal Bank, Monton	Mid-terrace	4	£1,900	1.06m	Traditional mid-terrace
5	14-Jun-26	Algernon Street, Monton	Semi	3	£1,650	0.96m	Traditional Semi

Historic listings in Local Area

Ref	Date	Address	Type	Bed	Rent pcm	Distance (miles)	Comments
6	8-Dec-25	Alma Street, Eccles	End-terrace	3	£1,800	0.5m	Traditional terrace, short distance from Estate

7	14-Jun-26	Trafalgar Road, Salford	Semi	4	£1,900	0.96m	Traditional Semi
8	20-Apr-26	Victoria Crescent, Eccles	Semi	4	£2,200	1.1m	Traditional Semi

14. At the hearing, the Landlord's evidence was that the rent of the Blyth Avenue property at £1,545.00 pcm achieved on 25 July 2025, had been fixed at £1,615.00 pcm as at 25 July 2026, after service of a notice of increase.
15. The Landlord submits that the evidence provided supports a market rent proposed of £1,615.00 pcm for the Property, which sits within the range of £1,550.00 – £1,950.00 pcm observed on comparable properties within approximately one mile of the Property. Although the rents achieved on the Estate to date are at the lower end of this range there is substantial evidence in the local area of much higher rents being achieved and marketed. The proposed rent adjustment from £1,295.00 to £1,615.00 pcm represents a reasonable alignment with these market values, ensuring that the rent remains competitive yet proportionate to the Property's condition, size, and amenities.
16. The Tenant's response was that the most relevant comparables are the identical "Dunham Mod" properties on the same estate at Blythe Avenue at £1,550.00 and £1,545.00 pcm, which are achieved lettings. These should be given greater weight than the advertised rents of other properties in the area which may not be a reliable indication of market value. Several of the external comparables also differ from the Property in terms of location, property type and specification. Some are located in Salford rather than Eccles, while one comparable is a three-bedroom property rather than a four-bedroom property.

Determination and Valuation

17. Under section 14(1) of the 1988 Act (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 in respect of the date of commencement of the new rent if an application for hardship has been made.

18. The Tenant objected to the proposed rent on the basis that £1,615.00 pcm represented another significant increase from the original rent of £995.00 pcm agreed in July 2020, and from the current rent of £1,295.00. Past increases in rent and the amount of the present increase are not matters which the Tribunal can take into account, however. Irrespective of past increases, the Tribunal must determine an open market rent for the Property as of 3 August 2026 on the footing of a hypothetical letting by a hypothetical landlord to a hypothetical tenant.
19. The Tribunal does accept the Tenant's observations concerning the Landlord's comparables, however. Achieved rents are to be preferred to advertised rents, and the two best comparables are the two Blyth Avenue properties. The figure of £1,615.00 on 25 July 2026 on one of the comparables is the closest to the valuation date in this case.
20. Therefore, the Tribunal considers that the market rental of the Property in good order at the valuation date of 3 August 2026 would be £1,615.00 pcm, the new rent sought in the notice of increase. It is not necessary to make any adjustments to that figure in respect of any defects to the Property.
21. It should be noted that the representatives of the Landlord made it clear at the hearing that if the Tribunal were to find that £1,615.00 was the market rent, the Tenant would be granted a concession of £125.00 pcm so that the rent actually payable by him would be £1,490.00 pcm. Therefore, the Tenant will be paying a rent of £1,490.00 pcm and not £1,615.00 pcm unless and until the rent is validly increased in the future after service of a valid notice of increase by the Landlord, which must be at least 52 weeks after the date on which the present increased rent took effect.

Undue hardship

22. 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 (here, 3 October 2026) 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 (here, 30 November 2026).

23. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he has nowhere else to go and he can just about afford the rent now from what the Property was let at when he moved in at £995.00 pcm, which was the perfect reason he took the Property. An increase in rent of over £200.00 pcm would be too much for him. No evidence was provided to show how the Tenant would experience hardship, however. At the hearing, the Tenant provided the following additional information: he has two children, aged 9 weeks and 13 years, who stay with him for half of the week. His partner, who has her own property and does not live with him, has a daughter who on occasions also stays at the Property.
24. The Landlord did not respond to the Tenant's application for postponement due to hardship.
25. As a result of the Tribunal's decision, and the Landlord's concession mentioned above, the rent payable will increase from £1,295.00 pcm to £1,490.00 pcm – £195.00 pcm. The Tribunal considers that insufficient evidence has been provided by the Tenant concerning his financial position and income and expenditure to establish that he will suffer undue hardship as a result to that increase.

Decision

26. Therefore, the Tribunal determines the new rent amount at £1,615.00 pcm (which is subject to the above concession) with effect from 3 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 (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.