

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/30UG/MRA/2026/0116
Property	21 Ribbleton Drive, Accrington, BB5 5BJ
Tenant	Graham Wakerley
Tenant's Representative	N/A
Landlord	The PRS REIT (LBG) Investments LLP
Landlord's Address	c/o Ascend Properties, Stafford Court, 145 Washway Road, Sale, M33 7PE
Landlord's Representative	Ascend Estates Ltd
Date of Application	8 August 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 J Gittus MRICS
Date of Decision	6 October 2026
Rent Determined	£1,110.00 per calendar month
Date the new rent takes effect	11 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 £1,110.00 per calendar month (pcm) in place of the existing rent stated in the notice to be £970.00 pcm to take effect from 11 August 2026.
2. On 8 August 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 Parties stated the tenancy commenced 11 August 2022. The rental period is monthly and rent is due on the 11th 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 Landlord states in the MR2 form that the kitchen has an oven/hob along with a dishwasher, fridge/freezer and washer/dryer. Carpets, flooring and blinds also provided by the Landlord.

Liability for Council Tax

7. 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.

8. None

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 three bedroomed end-terraced property with a garden at the rear. The Property comprises living room, kitchen/dining room, downstairs toilet, storage cupboards, three bedrooms and a bathroom.
11. The Property has gas central heating and double glazed windows.

Evidence

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

The Tenant

13. The Tenant contends that the current rent of £970 per calendar month more accurately reflects the open market rent of the Property than the proposed rent of £1,110 per calendar month. He submits that the Property should be assessed in its actual condition rather than by reference to newly-let or better-maintained properties. The Tenant relies upon a number of matters relating to the condition and management of the Property, including cracking around window surrounds and above door openings, windows which do not close properly, wear to flooring and carpets, deterioration in decoration and various maintenance issues affecting bathroom fittings. He states that these issues mean that the Property is no longer in the condition it was when first let in 2022.
14. The Tenant also relies upon matters relating to the communal areas serving the development. He refers to repeated concerns regarding the maintenance of communal hedging and vegetation, which he says has become overgrown and has restricted visibility when exiting the communal driveway, together with issues concerning a communal drainage channel and drainage grate which he says have not been satisfactorily resolved. The Tenant submits that these matters are relevant because they form part of the overall condition, maintenance and management associated with the Property.
15. In response to the Landlord's evidence, the Tenant questions the reliability and comparability of a number of the Landlord's comparators. He submits that insufficient information has been provided regarding differences in size, layout, accommodation, condition, tenancy dates and maintenance history to establish

that the properties relied upon are genuinely comparable to the subject property. He also highlights what he says are factual discrepancies within the Landlord's evidence, including the stated level of the current rent and aspects of the maintenance history.

16. The Tenant does not provide detailed particulars of comparable lettings in the form of property particulars or letting particulars. Instead, he relies principally upon screenshots and extracts which he says show advertised rents for other three-bedroom properties within the wider local market. Those properties are said to have advertised rents ranging between approximately £795 and £1,050 per calendar month and are relied upon to support his contention that the Landlord's proposed rent exceeds the prevailing market level.

The Landlord

17. The Landlord contends that the proposed rent of £1,110 per calendar month represents the open market rent for the Property as at the relevant valuation date and reflects the rent that could reasonably be obtained if the Property were let on the open market on the same tenancy terms. It submits that the increase is intended to align the rent with prevailing market levels and is not punitive or excessive. The Landlord maintains that the proposed figure is supported by evidence of rents achieved on similar properties within the same development and the wider local market.
18. In relation to the Tenant's concerns regarding the condition of the Property, the Landlord does not accept that the matters raised materially affect rental value. It states that a number of the issues identified by the Tenant amount to normal cosmetic wear and tear, including minor cracking, deterioration in decoration and general changes in appearance occurring during the course of the tenancy. The Landlord submits that Tenants are expected to take reasonable care of the Property and that such matters would not ordinarily justify works being undertaken during a tenancy. It maintains that genuine maintenance issues have been investigated and addressed where appropriate. The Landlord relies on records showing various maintenance reports and remedial works, including repairs relating to a security alarm, shower fitting, replacement of a fridge-freezer and tree works. It further states that the Tenant had not made any complaints since the last rent review, although that assertion is disputed by the Tenant in the MR3 response. The Landlord does not specifically address the Tenant's allegations concerning communal hedging, visibility issues associated with overgrown vegetation, or the communal drainage channel and drainage grate, beyond its general position that maintenance matters are dealt with appropriately when reported.

19. The Landlord relies principally upon rental evidence from properties within the same development and immediate locality. It refers to a letting of a three-bedroom terraced property on David Lloyd Way at £1,175 per calendar month from December 2025, a three-bedroom detached property on Epping Avenue let at £1,195 per calendar month from February 2026, and a three-bedroom property on David Lloyd Way being marketed in August at £1,135 per calendar month. The Landlord submits that these properties are similar in size, location and accommodation to the subject property and demonstrate market rents in excess of the proposed rent.
20. The Landlord places particular reliance on four three-bedroom properties on David Lloyd Way and Ribbleton Drive which it describes as identical or substantially identical to the subject property in terms of house type, size and amenities. According to the Landlord, recent rent reviews for each of those properties resulted in rents of £1,110 per calendar month. The Landlord submits that these properties provide the most reliable comparable evidence because they are located on the same development and are of the same style and specification as the subject property. It therefore contends that the proposed rent of £1,110 per calendar month is consistent with rents being achieved for directly comparable properties and is supported by a wider range of local rents between approximately £1,110 and £1,195 per calendar month.

Determination and Valuation

21. The Tribunal has considered all of the evidence before it, including the Tenant's MR1 and MR3, the Landlord's MR2, the documentary evidence supplied by the parties and the written submissions contained within the bundle.
22. The Tribunal is required to determine the rent which the Property might reasonably be expected to achieve if let on the open market by a willing landlord under an assured periodic tenancy, having regard to the assumptions required by the relevant statutory provisions. The Tribunal has therefore considered both the condition and characteristics of the subject property and the evidence as to prevailing market rents.
23. The Tribunal has considered the comparable evidence produced by both parties. The Tribunal is unable to place significant weight upon the evidence relied upon by the Tenant. Whilst the Tenant has referred to a number of other properties advertised for rent within the wider locality, insufficient information has been provided to enable the Tribunal properly to assess their comparability with the subject property. In particular, the Tribunal has not been provided with details of floor area, internal layout, photographs, condition or tenancy terms. Nor are the properties situated on the same development as the subject property. The

Tribunal is therefore unable to determine the extent to which those properties are genuinely comparable to the subject property.

24. The Tribunal places greater weight upon the Landlord's comparable evidence. In particular, the Tribunal has been provided with evidence of a three-bedroom property on David Lloyd Way within the same development which was being marketed at a rent of £1,135 per calendar month. The Tribunal considers that property to be broadly comparable to the subject property. Whilst the Tribunal has also considered evidence of a letting at £1,175 per calendar month on the same development, that evidence relates to a letting completed in December 2025 and the Tribunal places less weight upon it having regard to its age. The Tribunal further notes that the David Lloyd Way property advertised at £1,135 per calendar month has a greater floor area than the subject property and therefore its advertised rent cannot simply be adopted without adjustment.
25. The Tribunal has also considered the Tenant's evidence regarding the condition of the Property. The evidence demonstrates that there is cracking around certain window surrounds and above door openings and the Tribunal accepts that these defects exist. The Tribunal further accepts that the Property is no longer in the same condition as when first occupied by the Tenant in 2022. Whilst the Tribunal accepts that cracking is present and that the Property no longer presents in the same condition as upon first occupation, the Tribunal finds that the matters identified are relatively minor and are not such as materially to affect the rent which a willing landlord could reasonably expect to obtain on the open market and do not justify a departure from the rental level supported by the Landlord's comparable evidence.
26. The Tribunal has likewise considered the Tenant's concerns regarding the communal areas, including allegations of overgrown hedging and vegetation and issues relating to a communal drainage channel and drainage grate. Whilst the Tribunal accepts that concerns have been raised in relation to the maintenance of communal hedging and drainage infrastructure, it is not satisfied on the evidence before it that those matters have any measurable effect on the rent which the Property might reasonably be expected to achieve on the open market. The Tribunal therefore makes no adjustment to its assessment of rent on account of those issues.
27. Drawing all of the evidence together, and having regard in particular to the marketing evidence from a broadly comparable property on the same development, whilst making an allowance for that property's larger floor area, the Tribunal concludes that the open market rent of the Property is £1,110 per calendar month.

28. Accordingly, pursuant to section 14 of the Housing Act 1988, the Tribunal determines that the rent payable for the property is £1,110 per calendar month.

Open-Market Rent

£1,110.00 pcm

Undue hardship

29. 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.
30. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant submits that implementation of the proposed rent increase would cause significant financial hardship. He states that he is reliant upon Universal Credit and that there are four dependent children residing at the Property, including one child with a disability. The Tenant further states that the children's mother resides at the Property, is unable to work following surgery and receives Universal Credit and Carer's Allowance. He contends that the additional £140 per month would have to be met from funds otherwise required for essential living expenses, including food, utilities, council tax and the needs of the children, and that the increase may affect the long-term affordability of the tenancy.
31. The Landlord did not advance any substantive submissions in response to the Tenant's hardship application and did not seek to rely upon any evidence concerning the Tenant's financial circumstances.
32. The Tribunal has carefully considered the Tenant's submissions. Whilst the Tribunal accepts that the Tenant has described circumstances which, if established by evidence, may indicate financial pressure upon the household, the application is unsupported by documentary evidence. The Tenant did not provide evidence of household income, benefits received, expenditure, liabilities or any other financial information from which the Tribunal could properly assess the extent of any hardship arising from the proposed increase.
33. The burden rests upon the Tenant to satisfy the Tribunal, by evidence, that the statutory test for undue hardship is met. On the evidence before it, the Tribunal is not satisfied that sufficient evidence has been provided to establish undue hardship.
34. Accordingly, the Tribunal finds that the tenant's application for a postponement of the effective date of the determined rent on grounds of undue hardship is not

made out on the evidence provided. As the Tribunal is not satisfied that undue hardship has been established, there is no basis for postponing the commencement of the determined rent beyond the date otherwise prescribed by the legislation.

Decision

35. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £1,110.00 per calendar month with effect from 11 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.

