	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00GL/MRA/2026/0063
Property	25 Susie Cooper Drive, Stoke-on-Trent, Staffordshire, ST6 3PG
Tenant	Mr Gery Hobson and Ms Anna Rybacka
Tenant's Representative	None
Landlord	The PRS REIT (Potteries) Limited (trading as Simple Life Homes)
Landlord's Address	c/o Ascend Properties, Stafford Court, 145 Washway Road, Sale, Manchester, M33 7PE
Landlord's Representative	Ascend Properties, Stafford Court, 145 Washway Road, Sale, Manchester, M33 7PE
Date of Application	3 August 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge C Payne Tribunal Member Ms Julie Rossiter MBA MRICS
Date of Decision	21 October 2026
Rent Determined	£1,175.00 per calendar month
Date of Valuation	14 October 2026
Date the new rent takes effect	2 November 2026

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REASONS FOR THE DECISION

Background

1. On 1 July 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,185.00 per calendar month (pcm) in place of the existing rent of £1,050.00 pcm to take effect from 14 October 2026.

2. On 3 August 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 2 March 2022. 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. No separate service charge is payable by the Tenant. The rent includes the oven, hob, fridge-freezer, washer/dryer, dishwasher, carpets and blinds are provided by the Landlord.

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. The Property has the benefit of a private garden and an off-road parking space for one car. These were taken into account in the Tribunal's valuation.

Hearing

8. Neither party requested an oral hearing, and both parties agreed to the Tribunal making a decision without an inspection. 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 three-bedroom, one-bathroom semi-detached house of approximately 850 sq ft, built by the Landlord to its "Carrock" house style, offering the following accommodation:

   Property: Ground floor kitchen/dining area with oven, hob, fridge-freezer, washer/dryer and dishwasher, living room, downstairs WC and storage cupboard; first floor landing, bathroom and three bedrooms, of which the third bedroom is very small and not of a size that could practically accommodate a standard bed.

   Outside: A private garden and an off-road parking space for one car.

   The Property benefits from double glazing, fitted carpets and blinds.

   The Property is situated in Burslem, Stoke-on-Trent. The Tenant describes the area as not generally considered one of the safer locations and reports an ongoing problem with rats in the garden, which the Landlord does not dispute but attributes to pest activity in the wider area rather than the Property itself.

Evidence

10. The parties completed the relevant MR1 (Ms Rybacka, 3 August 2026), MR2 (Landlord, 12 August 2026) and MR3 (Ms Rybacka's reply, 20 August 2026).

The Tenant

11. The Tenant made the following comments:

    Ms Rybacka has been a tenant since March 2022, and her rent has increased several times since then without objection on her part. The other named tenant, Gery Hobson, moved out on 12 August 2025 and she has since paid the rent alone. She has always paid her rent and taken good care of the Property. She considers the proposed increase of £135 pcm (from £1,050 to £1,185) to be excessive and that it does not reflect a fair market rent.

12. The Tenant provided the following comparables:

    a) An archived listing for a 3-bedroom property on Susie Cooper Drive itself, 871 sq ft, advertised at £1,070 pcm, available from 22 September

2025 and marked Let Agreed, with parking, private garden, fitted wardrobes, dishwasher, fridge-freezer, washer/dryer, security alarm, blinds and a modern kitchen. The Tenant noted a possible overlap with the Landlord's own historic Susie Cooper Drive comparable of the same size (871 sq ft) dated 11 August 2025 at £1,195 pcm.

b) Clanway Street, ST6: a 3-bedroom semi-detached house, unfurnished, with 1 bathroom and a garden but no parking, £895 pcm, available 12 September 2026.

c) High Street, Tunstall, ST6: a 3-bedroom semi-detached house with 1 bathroom and a garage, £925 pcm, added 12 August 2026, available 24 August 2026 and marked Let Agreed.

The Landlord

13. The Landlord made the following comments:

a) The Landlord confirmed that the proposed rent of £1,185 pcm is fair, reasonable and reflects the level it believes the Property could achieve if re-let on the open market, and that the increase is not intended to be punitive.

b) The Landlord stated that the Tenant has not raised any complaints since the last rent review and that maintenance issues are dealt with promptly through its reporting system. On the reported rat problem, the Landlord does not deny pest activity but says this can arise from factors in the wider area outside its control. As a solution, the Landlord proposed that, if the Tenant reports the issue and incurs the cost of the council's pest-control service, it will reimburse her for that cost.

14. The following comparables were provided by the Landlord:

a) An achieved letting on Susie Cooper Drive, of identical style and the same size (850 sq ft) as the Property, let at £1,175 pcm on 14 June 2026.

b) A further achieved letting on Susie Cooper Drive (end-terrace, 864 sq ft) at £1,255 pcm on 13 March 2026, described as a similar style unit on the same estate.

c) Two further achieved lettings on Patricia Rose Close (a nearby Simple Life estate, 0.1 miles away), both end-terrace, 864 sq ft, 3-bedroom units, at £1,235 pcm (17 June 2026) and £1,225 pcm (8 April 2026).

d) An identical-style unit currently advertised on Susie Cooper Drive (850 sq ft) at £1,195 pcm (11 August 2026), and a similar-style modern unit advertised on Newport Lane (0.04 miles away) at £1,170 pcm (10 August 2026).

e) A similar-style modern semi-detached unit advertised at High Lane, Burslem (1.5 miles away, not a Simple Life property) at £1,200 pcm (12 August 2026).

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. The Landlord provided details of an identical-style, identically-sized (850 sq ft) property on Susie Cooper Drive itself, let on 14 June 2026 at £1,175 pcm, which the Tribunal considers the most directly comparable evidence before it. The Tribunal also had regard to the Landlord's other achieved lettings and asking rents of between £1,170 and £1,255 pcm, which were broadly consistent with this figure. The Tenant's key comparable, an archived listing at £1,070 pcm, related to a smaller terraced house of 871 sq ft and a different property type, and the Tribunal gave it less weight accordingly.

17. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,175.00 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.

18. From this level of rent, the Tribunal considered whether any adjustment should be made to reflect the Tenant's reported rat problem in the garden. There was no evidence before the Tribunal that the reported rat problem was directly linked to the condition of the Property itself, as opposed to the wider area. The Tribunal also noted the Landlord's proposed solution. The Tribunal determined that no adjustment was warranted. No evidence of any other issues that might warrant and adjustment was put before the Tribunal.

Open-Market Rent	£1,175.00 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. Ms Rybacka asked the Tribunal to fix a later starting date in this case. Ms Rybacka says she will be caused undue hardship because: She is a single parent to four-year-old twins who were starting school in September 2026 and she relies on Universal Credit and already struggles to meet her outgoings, including the cost of school uniforms. She is concerned the proposed increase of £135 pcm (£1,620 per year) would leave her unable to afford the rent and at risk of homelessness. In support, she produced her Universal Credit award notice, which records a housing element of £480 pcm, capped by the Local Housing Allowance rate, calculated by reference to a stated rent liability of £975 pcm reflecting her share as one of two joint tenants, Mr Hobson having moved out of the Property on 12 August 2025.

21. The Landlord did not provide any additional evidence in response to the Tenant's application for postponement due to hardship.

22. The threshold for demonstrating undue hardship is high. Mr Hobson and Ms Rybacka are joint tenants and are jointly and severally liable for the whole of the rent under the tenancy, whether or not Mr Hobson chooses to reside at the Property. The evidence before the Tribunal showed that an assessment has taken place, that Ms Rybacka's position has been considered and assistance from Universal Credit offered by reference to her liability to pay rent, which takes into account Mr Hobson's expected contribution towards the rent as a joint tenant. No evidence from Mr Hobson was provided to the Tribunal and there was no evidence that the increase would cause undue hardship if both named tenants are contributing. While Mr Hobson remains as a named tenant, his liability to pay rent under the Tenancy Agreement continues.

23. On the basis of the evidence provided, the Tribunal considers that there was not sufficient evidence before it to meet the threshold for undue hardship, and that the increase taking effect from the date of the Tribunal's determination would not cause undue hardship. The Tribunal does not fix a later starting date.

24. The Tribunal determines the new rent amount at £1,175.00 per calendar month with effect from 2 November 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 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.