	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BR/MRA/2026/0114**
Property	**6 Pullman Grove, Manchester, M28 3YS**
Tenant	**Robyn Young**
Tenant's Representative	
Landlord	**The PRS REIT Holyoake General Partner Limited**
Landlord's Address	**c/o Ascend Properties, Stafford Court 145 Washway Road Sale Manchester M33 7PE**
Landlord's Representative	**Simply Living Ltd**
Date of Application	**7 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge John Murray LLb** **Mr. Amin Hossain MRICS**
Date of Decision	**23 October 2026**
Rent Determined	**£1600 per calendar month**
Date of Valuation	**12 August 2026**
Date the new rent takes effect	**12 November 2026**

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REASONS FOR THE DECISION

Background

1. On 20th May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1665 per calendar month (pcm) in place of the existing rent of £1215 pcm to take effect from 12 August 2026.

2. On 7th 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 12th November 2020. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid due to the following reasons:

5. The Landlord states in the notice the first increase after 11 February 2003 was 12 August 2026 which was not true.

6. The Landlord responded in their MR2: "We acknowledge the tenant's comments regarding the previous renewal date stated within the Section 13/Form 4A. Our renewal documents are drafted using an automated process, which has populated the previous renewal date rather than the original renewal date. We have sought legal advice, which has confirmed that this does not invalidate the document and it remains valid."

7. The Tribunal must determine this issue to establish jurisdiction, which we have done. The s13 notice itself stated at paragraph 4.3 that the most recent increase was 12 August 2025 so even on the face of the notice, paragraph 4.4 was clearly an error. The Tribunal is satisfied that the error is not likely to mislead a recipient and consequently has no bearing on the validity of the notice enabling the Tribunal to determine this application.

Allocation of Repairs between Landlord and Tenant.

8. 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.

9. Envirocare visit to maintain the grounds.

Liability for Council Tax

10. 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.

11. None

DETERMINATION

12. 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

13. The Tenant described the Property as a semi detached four bedroomed house with two bathrooms, 1 downstairs WC, 1 living room and 1 kitchen/dining space.

    Property: double glazing, central heating, carpet upstairs, laminate downstairs

    Outside: garden, driveway

Evidence

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

The Tenant

15. The Tenant did not provide comparable rental evidence; in her submissions she stated that for a house of 1026 square foot in the Walkden area (M28), the

average rental price was around £1026 - £1400 pcm. The duplication of the number 1026 may have been a typing error. There was no corroborative evidence to support this. She said speaking to neighbours, they all had different rent amounts, for the same size properties, some lower, some higher. But no further evidence was provided.

16. The Tenant submitted the open market rent should be £1300 pcm.

17. She stated that her floorboards in the downstairs toilet were rotting due to a leak and provided photographs of this.

The Landlord

18. The Landlord made the following comments:

19. We acknowledge the tenant's comments regarding maintenance at the property. Further context and supporting information is provided within the supporting submission document attached to this email.

20. The Landlord's position is that the proposed new rent of £1,665 pcm represents the openmarket rent for the Property as at the date of submitting section 13 notice, that will be applied from the 12/08/26. This assumed a letting on the same tenancy terms, save for the rent.

21. They stated that the current rent was £1,215 pcm; and the rent was last increased on 12/08/25; a valid Form 4A notice was served on 20/05/26, proposing a new rent of £1,665 starting from the 12/08/26.

22. An indicative property brochure showing the style and layout of the subject property had been provided in Appendix A. but the images provided were not of the subject property.

23. They asserted that Simple Life were committed to maintaining the property to a high standard to ensure the tenant benefits from the best living experience during their tenure. The tenant is able to report any maintenance issues via a bespoke app, which are then dealt with in a prompt manner.

24. The tenant had reported the following maintenance issues to the Simple Life team since their rent was last reviewed. The details below outline the issues raised and the time taken to resolve the issue, along with any mitigating factors.

25. Suspected leak around the base of WC toilet 13/03/26; 24/04/26 Contractor sent and not possible to determine any leak as waste pipe goes straight into

concrete meaning leak would need to come from above. Toilet was fully checked and cracks were observed but no leaks could be found.

26. Replacement flooring due to damage around wc toilet; 27/04/26 Minor damage around the base of the toilet, we are reluctant to carry out the works until we have found the source of the leak in order to prevent the issue recurring in the future. Slow leak from under boiler 29/11/25 09/12/25

27. The Agent for the Landlord provided the following comparables :

28. A similar house at Whitewood Road Worsley M28 0.5 miles away let on 27th October 2025 for £1695. It had an additional bathroom and therefore was at a "premium rent".

29. Other comparables were offered at Walkden Road Worsley M28: £1950 pcm

30. Herringbone Road M28 £1650

31. Keegan Drive M28 £2250 3 bed

32. The Landlord asserted that their evidence provided supported a market rent proposed of £1,665 for the subject property, which sat within the range of £1,650 to £2,250 pcm observed on comparable properties within a 3 mile radius of the subject Property.

The Tenant's MR3

33. The Tenant pointed out that the house at Walkden Road was 600 sq ft bigger, and only 2 years old.

34. This house is more along the lines of 10 years old, has had previous tenants before us and is showing wear and tear throughout. Cracks in the walls as it's a poor new build, laminate is peeling in the kitchen, poor quality flooring. Kitchen cupboards and kickboard in the kitchen have been fixed by ourselves throughout our tenancy as they are poorly fitted. There has been no painting or decorating or new flooring done in our 6 years of tenancy, the decor is kept up to date by ourselves. We reported a broken fence, which took around 3 months to fix. Washing machine took 2 months to replace after going back and forth. The toilet issue, was raised initially around March, and it's now September, we have repeatedly informed them that the leak is coming from underneath the floor or toilet and it won't be fixed until they take the toilet out for further investigation.Since I have raised the tribunal, they have now instructed somebody to replace the floor and sort the toilet that is leaking underneath.There was also a gate reported broken, starting to rot and is difficult to open and shut.

This job was closed down with no explanation and no fix awarded. Overall I believe the £180 rent increase they are suggesting, is not worth and does not reflect the current value of this house.We have always paid rent increases, and always maintained the property and always paid rent on time.

Determination and Valuation

35. 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.

36. There was little evidence before the Tribunal of comparables.

37. Herringbone Road is located in a similar area. The Tribunal notes that it was reduced from £1695 to £1650 on 28th of August 2026 and on the evidence provided, has still not let.

38. The most useful comparison provided was that of Whitewood Road. It appears to be a newer property with an extra floor, and an extra bathroom. This property was advertised at £1695 and the Landlord's agent stated that it was let at this price.

39. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1650 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 property at Whitewood Road provided by the Landlord taking into account the difference in age, size and amenity.

40. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) The toilet floor is showing signs of deterioration ; it is unlikely that the full market rent would be achieved with the flooring in this condition, and an unresolved leak. We would reduce the market rent by £50 pcm

The full valuation is shown below:

Starting Rent	£1650 pcm
Less	
a) Items given under a) above	£ 50
Open-Market Rent	**£1600 pcm**

Decision

41. The Tribunal determines the new rent amount at £1600 per calendar month with effect from 12 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.