	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BR/MRA/2026/0102
Property	9 Pullman Grove, Manchester, M28 3YS
Tenants	Demi Martin, Lee Martin, Reece Bradbury
Tenants' Representative	None
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	Ascend Properties
Date of Application	2 August 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	28 October 2026
Rent Determined	£1,300.00 per calendar month
Date the new rent takes effect	28 December 2026

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REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between BRHUT GP Limited (presumably, a predecessor in title of the Landlord) and the Tenants dated 13 March 2018, an assured tenancy was granted of the Property for a term of 12 months from and including 13 March 2018 to and including 12 March 2019. The rental period is monthly with rent payable in advance on the tenth day of each month.

2. Demi Martin ("Ms. Martin") has stated in her MR1 that although this is a joint tenancy, Reece Bradbury no longer resides at the property and is currently serving a custodial sentence. Lee Martin has never lived at the Property. At the time the tenancy was agreed, Simple Life would not accept him as a guarantor to support my application with Mr Bradbury, so he was instead added to the tenancy agreement. Since then, Ms. Martin has asked Simple Life to remove both Lee Martin and Reece Bradbury from the tenancy, as she is the sole occupier and the only person responsible for paying the rent, but was informed that she would have to make an application for a fresh tenancy with no guarantee that her income would qualify. This account has not been challenged by the Landlord.

3. 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 £1,440.00 per calendar month (pcm) in place of the existing rent of £1,225.00 pcm to take effect from 13 August 2026.

4. On 2 August 2026, under Section 14 (A3) of the Housing Act 1988, Ms. Martin 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

5. 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

6. None.

Liability for Council Tax

7. Ms. Martin 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. Clauses 4.21 and 7.6 (see below).

Hearing & Inspection

9. Neither party requested a hearing or inspection. The Tribunal is satisfied that it can properly consider this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

10. The Property is a three-bedroom, semi-detached house, details of which are set out in the Landlord's written submissions of 7 August 2026. For ease of reference those submissions are attached. Ms. Martin has not disputed the description of the Property, although there are issues concerning its condition and location.

Evidence

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

12. The evidence and submissions of the parties are best considered under the following heads.

Condition of the Property

13. Ms. Martin states that since moving into the Property, she has made every effort to maintain and improve it at her own expense. When she moved in, the garden did not have an adequate land drainage system and became waterlogged, leaving it resembling a swamp. Although Simple Life carried out some work, it

failed to resolve the problem and the garden remained unusable due to the ongoing drainage issues. As Simple Life declined to contribute towards a permanent solution, she paid approximately £7,000 to have the garden professionally redesigned and drained. She was particularly disappointed by this, as she is aware that Simple Life contributed towards similar remedial works for her neighbour's property.

14. Ms. Martin says that throughout the tenancy, she has also decorated and repainted the Property regularly to keep it in good condition. In addition, she has paid to resolve electrical issues herself rather than waiting for repairs to be carried out, but no details are provided. She has also been reporting damp in the kitchen for almost a year. Despite raising this issue, it remains unresolved and the necessary repairs have still not been completed. She is currently pregnant and has a four-year-old child living in the Property. There is an ongoing mould issue in the bathroom, which she believes is caused by the wooden bath panel. As it is positioned directly beside the bath, it is almost impossible to prevent it from getting wet during normal use. Over time, the wood has become water damaged. She claims to have contributed a significant amount of her own time and money into maintaining and improving this Property, despite several outstanding maintenance issues which remain unresolved. Given these circumstances, she does not believe the proposed rent increase reflects the condition of the Property or the level of required maintenance and mould. Ms. Martin does not believe the proposed rent increase reflects the condition of the Property or the level of maintenance and financial contribution she has made during the tenancy.

15. In addition, the Property is also affected by its location. Trains pass the rear of the Property approximately every 12 to 15 minutes throughout the day, with the back garden directly adjoining the railway line and station. This is a factor that affects the enjoyment and value of the Property. The Property is an average family home and has no additional storage space and a driveway that can only accommodate a single vehicle.

16. The Landlord's response in respect of the condition of the Property can be seen under the heading "Property Maintenance" in the attached submissions.

17. In Ms. Martin's reply to those submissions, she raises the following matters.

18. In respect of the work to the garden, she confirms that the garden was redesigned and drained and not paid for by the Landlord. The records confirm that there was a waterlogging and drainage issue, and there is nothing to contradict Ms. Martin's evidence that she paid for the works. In the Tribunal's view, this is work that goes beyond the tenant's obligation to keep the Property and the contents in at least as good and clean condition and repair as they were at the commencement of the Tenancy (clause 4.21 of the tenancy agreement) and may fall within the Landlord's covenant to keep the Property in repair and working order throughout the term save in respect of damage caused by the tenant (clause 7.6). In the Tribunal's view, remedying the defects amounted to an improvement.

19. As regards previous complaints and repairs, Ms. Martin states that she raised concerns regarding multiple issues within the Property and submitted a substantial complaint. Unfortunately, the complaint did not progress: she was advised to raise all her concerns on Fixflo (maintenance management software) and, as the issues she raised were effectively closed or rejected at the time, she did not do so. These matters have been raised by her again and are described as "under investigation" in the table provided by the Landlord.

20. According to that table, the following matters had not been resolved as of the valuation date of 13 August 2026, the date of increase in the Landlord's notice. Any issues resolved before that date, the history of disrepair, and the time it has taken to deal with certain matters are disregarded for the purpose of determining a market rent which is on the basis of a hypothetical letting by a hypothetical landlord to a hypothetical tenant as of that date.

a) General wear – scuffs/damage to beading and sealant repair to worktop.

b) Water damage to bath panel/skirting board. Ms. Martin says that even with reasonable care when getting in and out of the bath or shower, the positioning of the wooden panel means that it is naturally exposed to water, condensation and steam during ordinary use of the bathroom. Also, the extractor fan is located at the top of the hallway/landing rather than appropriately within the bathroom itself, an arrangement which does not provide adequate ventilation for the bathroom and is a contributing factor to the issue.

c) Repair to kitchen cupboard hinge.

21. In addition, Ms. Martin takes issue with the Landlord's observations concerning the drip marks in the kitchen, which it is claimed is not an apparent defect. She states that they are not simply marks on the wall. They were caused by an actual leak, with water visibly trickling down the wall, an important distinction because the issue was caused by water ingress rather than ordinary cosmetic marking.

Comparables

22. Ms. Martin relies on the following online advertisements for three-bedroom semi-detached houses:

a) Grayson Road, Little Hulton at £1,290.00 pcm;

b) Graymar Road, Little Hulton, at £1,225.00 pcm;

c) Dovecote Lane, Little Hulton, at £1,050.00 pcm;

23. Ms. Martin asks the Tribunal to consider not only the number of bedrooms when assessing the proposed rent, but also the overall condition of the Property, the outstanding repairs and works, the size and condition of the garden, the lack of comparable external space and parking facilities, and the additional features offered by the properties she has provided as evidence.

24. The Landlord's comparables are summarised in the three tables in the attached submissions: achieved lettings on the estate, on-the market properties being

advertised for similar properties on the estate, and historic listings in the local area.

Determination and Valuation

25. 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 (see below).

26. In the Tribunal's view, Ms. Martin's comparables are of older properties and are a less reliable guide to market rent than the Landlord's achieved rents of nearby, semi-detached properties. Having regard to those, and the proximity of the Property to the railway line and station, the Tribunal considers that £1,400.00 pcm is the rent it would expect the Property to let for in the open market if in good condition.

27. To this figure the Tribunal makes the following adjustments by way of deduction.

a) In respect of the minor repairs to the Property which remain outstanding, the sum of £50.00 pcm. There are no valuation formulas or tables for quantifying this adjustment. It is based on the Tribunal's estimation of the reduction which would be negotiated on a hypothetical letting to reflect the condition of the Property as of the valuation date of 13 August 2028, using its expert, general knowledge of such matters.

b) Concerning the drainage works to the garden, 1n putting a figure on an adjustment for tenant's improvements the Tribunal must be wary of the illusion of accuracy, equating numerical detail with certainty, and confusing cost with value. The exercise is context sensitive and depends on the nature and effect of

the improvement in question. Accordingly, there is no universally applicable or precise method of calculation, and the Tribunal must exercise its own judgment in valuing the adjustment, again using its expert, general knowledge. Here, the Tribunal assesses the deduction at £50.00 pcm.

28. Such deductions reduce the market rent for the Property to £1,300.00.

Undue Hardship

29. The new rent takes effect from the date which is the beginning of the first new period of the tenancy (10 November 2026) which begins on or after the date of the determination (28 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 (28 December 2026).

30. Ms. Martin states that the proposed rent increase would cause significant financial hardship for her and her family. She is already struggling financially and has fallen into arrears with her utility bills. She is self-employed, and currently 27 weeks pregnant. Throughout her pregnancy, she has suffered from severe pregnancy sickness, which has significantly affected her ability to work and earn an income. As a result, she has experienced a substantial loss of earnings at a time when the household expenses have continued to increase. Her income is limited even when able to work, and due to her current circumstances, she simply does not have the financial capacity to absorb such a significant increase in rent. If the proposed increase is allowed, she would be forced to choose between paying her rent and meeting other essential living costs. This would affect her ability to pay for basic necessities, including utility bills, food, clothing for her children, transport, and other everyday household expenses. It would leave her unable to manage her finances responsibly, increase her existing debt, and place the family under considerable financial and emotional strain. As Ms. Martin prepares for the arrival of her baby, her financial circumstances are already extremely challenging. An increase of this size would make the tenancy unaffordable and would have a serious impact on the family's stability and wellbeing. She is concerned that she would be unable

to maintain her home without experiencing severe financial hardship, as she simply does not have the income available to meet the increased rent while continuing to provide for her children and cover essential living costs.

31. In response, the Landlord has provided a copy of the email of 20 May 2026 which accompanied the notice of increase (copy attached). Based on answers given to the current Tribunal panel in another market rent determination involving Simple Life where such a concession was offered, the email is construed as meaning that if Ms. Martin agrees to the proposed rent of £1,440.00 pcm, the Landlord will apply a concession of £30.00 pcm so that the actual rent payable would be £1,410.00, but that the concession only applies if £1,440.00 is agreed, or if the Tribunal determines the market rent at that figure. Since the lower figure of £1,300.00 pcm has been determined, there will be no concession of £30.00 pcm by the Landlord.

32. As a result of the Tribunal's decision the rent will increase by £75.00 pcm. Based on Ms. Martin's submissions, the Tribunal considers that for the increase to take effect from 10 November 2026 would cause undue hardship and accordingly sets the starting date for the new rent as 28 December 2026.

Decision

33. The Tribunal determines the new rent at £1,300.00 pcm with effect from 28 December 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.