



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER (RESIDENTIAL  
PROPERTY)**

**Case reference** : **BIR/OOCN/MNR/2024/0085**

**Property** : **17 Wellesley Garden  
Birmingham  
B13 9YY**

**Applicant** : **Sofia Mohammed Mohamud**

**Representative** : **None**

**Respondent** : **Javeria Ijaz**

**Representative** : **None**

**Type of application** : **Application under Section 13(4) of the  
Housing Act 1988 referring a notice  
proposing a new rent under an Assured  
Periodic Tenancy to the Tribunal**

**Tribunal members** : **Mr G S Freckelton FRICS  
Mrs J Rossiter MBA MRICS**

**Venue and Date of  
Determination** : **The matter was dealt with by a Video  
Hearing on 17<sup>th</sup> July 2024**

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**DETAILED REASONS**

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## **BACKGROUND**

1. On 21<sup>st</sup> March 2024, the Applicant (tenant of the above property) referred to the Tribunal, a notice of increase of rent served by the Respondent (landlord of the above property) under section 13 of the Housing Act 1988.
2. The Respondent's notice, which proposed a rent of £1,200.00 per calendar month with effect from 27<sup>th</sup> March 2024, is dated 13<sup>th</sup> February 2024.
3. The date the tenancy commenced is stated on the Application Form as being on 27<sup>th</sup> July 2014 for an initial period of twelve months.
4. The Tribunal issued Directions on 27<sup>th</sup> March 2024.

## **THE PROPERTY**

5. Neither party requested an inspection. The Respondent requested a hearing and a video hearing was arranged for 17<sup>th</sup> July 2024. The hearing was attended by both parties.
6. The property is understood to comprise of a terraced house with one living room, kitchen and W.C on the ground floor. On the first floor are three bedrooms and bathroom.
7. There is understood to be central heating and double glazing. Carpets and curtains are provided by the Landlord as are the white goods.

## **EVIDENCE**

8. The Tribunal received written representations from both parties which were copied to the other party.

## **THE APPLICANT'S SUBMISSIONS**

9. In summary, at the hearing the Applicant submitted:
  - 1) That the proposed rent of £1,200.00 per month was too high and she could not afford it.
  - 2) That the bathroom was leaking and the ground floor W.C. was not working although these had now been repaired by the Applicant.
  - 3) That there were no garden gates.
  - 4) That the Respondent was reluctant to carry out repairs.
  - 5) The condition of the property did not warrant a rental of £1,200.00 per month.

## **THE RESPONDENT'S SUBMISSIONS**

10. In summary, at the hearing the Respondent submitted:
  - 1) The present rental of £750.00 per calendar month was very low and had only been increased slightly since the Applicant moved in, in 2014.
  - 2) A nearby one bedroom flat was currently let at £700.00 per month and this property had three bedrooms.

- 3) A nearby property with similar accommodation was let at £1,400.00 per month.
- 4) The present proposed rental was at the current market rent.
- 5) The property had been repaired as required and by the Respondent who had attended personally late at night when contacted by the Applicant.
- 6) There had been issues with the Applicant preventing workmen being allowed access to carry out repairs.
- 7) The garden was private and in good condition.
- 8) Number 19 Wellesley Garden was currently paying a rental of £1,100.00 per month rent.
- 9) Advice had been obtained from a local letting agent, 'Thistle Estates', proposing a marketing rental of £1,200.00 per month. (This was included in the Respondent's bundle).

### **THE LAW**

11. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
12. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

### **THE TRIBUNAL'S DECISION**

13. In the first instance the Tribunal considered the marketing advice from Thistle Estates, the various comparables referred to and the photographs of the property provided by the parties. It was noted that the garden appeared untidy but that this was considered to be the Applicant's responsibility. Internal photographs showed some defects but photographs of mould indicated that this was most probably caused by condensation rather than any serious structural defects.
14. Having regard to the general level of rents in the area the Tribunal concluded that the rental value of the subject property is £1,100.00 per calendar month.
15. The Tribunal then considered the improvements carried out by the Applicant comprising of repairs to the bathroom/W.C, (although this is disputed by the Respondent) and the provision of new laminate flooring to one bedroom. The Tribunal determined the value of these works to be £10.00 per month.
16. The Tribunal proceeded to consider the question of disrepair. There was evidence in the photographs provided to the Tribunal of some minor damaged plasterwork and of a damaged rusting radiator. The Tribunal considered that the value of these defects amounted to £15.00 per month.
17. The Tribunal therefore determined that the rent at which the property might reasonably be expected to be let on the open market would be £1,075.00 per calendar month (£1,100.00 - £10.00 - £15.00). This is effective from 27<sup>th</sup> March 2024, being the date specified on the Respondent's Notice of Increase.

## **APPEAL**

18. Any appeal against this Decision can only be made **on a point of law** and must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this Decision, (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

G S Freckelton FRICS  
Chairman  
First-tier Tribunal Property Chamber (Residential Property)