



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

**Case Reference** : BIR/00CN/MNR/2024/0165

**Property** : 36 Towyn Road, Birmingham, West Midlands, B13 9NA

**Applicant** : Mr Mark Evans

**Respondent** : Mr Adalat Khan - P & K Properties Limited

**Type of Application** : Appeal against a notice proposing a new rent under an Assured Periodic Tenancy under section 13(4) of the Housing Act 1988

**Tribunal Members** : Mr I.D. Humphries B.Sc.(Est.Man.) FRICS  
Mr V.Ward (Regional Surveyor)

**Date and Venue of Hearing** : No Hearing. Decision on submitted papers

**Date of Decision** : 11 March 2025

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**DECISION**

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- 1 The rent is determined at £138.00 (One Hundred and Thirty Eight Pounds) per week from 19 June 2024.

## **REASONS**

### **Introduction**

- 2 The tenant, Mr Evans, holds a weekly Assured Tenancy of 36 Towyn Road, Moseley, West Midlands, B13 9NA that commenced 11 October 1993.
- 3 On 10 May 2024, the landlord served notice of increase under section 13(2) of The Housing Act 1988 proposing a new rent of £220.00 per week with effect from 19 June 2024. Neither the previous nor proposed rents included any Council Tax, water rates or fixed service charges.
- 4 The tenant applied for the rent to be determined by the First-tier Tribunal Property Chamber but the landlord challenged the date of the tenant's application to the Tribunal. As a result, the Tribunal convened a Hearing on 26 September 2024 to determine the date of application as a preliminary point. The Tribunal issued Directions and found on 21 November 2024 that the application had been validly made on 17 June 2024. At the same time, it issued Directions to the parties relating to the substantive question of the rental value under section 14 of the Housing Act 1988.
- 5 Following receipt of Submissions, the Tribunal inspected the property on 5 March 2025 in the presence of the tenant, Mr Evans and his representative, Rev. T. Thomas. The landlord, Mr Khan, attended the property with his agent but were denied access by the tenant.
- 6 As neither party requested a Hearing, the Tribunal considered the facts and found the rental value to be unchanged at £138.00 p.w. with effect from the date of the landlord's Notice, 19 June 2024.

### **The Law**

- 7 Section 14 of The Housing Act 1988 states:

*'(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy -*

- (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;*
- (b) which begins at the beginning of the new period specified in the notice;*
- (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates;...'*

*'(2) In making a determination under this section, there shall be disregarded -*

- (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;*
- (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-*
  - (i) was carried out otherwise than in pursuance of an obligation to the immediate landlord ...*

- 8 The jurisdiction of the Rent Assessment Committee was transferred to the First-tier Tribunal (Property Chamber) from 1 July 2013.

### **Facts Found**

- 9 The Tribunal inspected the property on 5 March 2025 with the Tenant, Mr Evans, and his representative, Rev. T. Thomas. The Landlord, Mr Khan, and his agent were refused access by the Tenant.
- 10 The property is a traditional inner terrace Victorian house on the east side of Moseley not far from the A34 Stratford Road between Sparkhill and Hall Green. It is in an area of densely developed terraced housing within walking distance of local shops, schools and facilities about three miles south of Birmingham city centre.
- 11 The house is brick and slate construction with a two storey rear wing housing a kitchen and third bedroom with a single storey bathroom extension. There is a bay window to the ground floor front elevation.
- 12 The accommodation comprises a hall, two reception rooms, kitchen, lobby and bathroom on the ground floor with a landing, two bedrooms and third bedroom / box room in the wing accessed through the second bedroom. The property is set back from the pavement and has a small enclosed rear yard. There is no provision for off road parking but there is street parking.
- 13 There are radiators in the receptions, hall and back bedroom but no heating in the front bedroom or box room. The house is double glazed.
- 14 It is in basic condition and needs extensive renovation. For example:
- a) the kitchen walls are unplastered, painted brick.
  - b) there used to be a suspended ceiling in the kitchen but the panels have fallen off leaving the supporting brackets around the walls and original ceiling above. The ceiling plaster is cracked and poorly decorated with visible electric cables.
  - c) The kitchen floor slopes down to the rear. The floor is of mixed tiles and at least one tile is missing.
  - d) There is no provision for cooking. There is a freestanding microwave and oven and camping stove that are believed to be disconnected but both belong to the Tenant and disregarded from the valuation.
  - e) The only cupboard in the kitchen is a double unit under the sink. It has two ill fitting doors and the drawers are missing.
  - f) The kitchen window seals are sagging and need renewal.
  - g) A section of architrave is missing from the living room door frame.
  - h) The bathroom suite is old and needs refurbishment.
  - i) There is old, cracked plaster in the first floor bedrooms.
  - j) The whole house needs redecoration.
  - k) It was let unfurnished, without carpets, curtains or white goods.
  - l) At the time of our inspection, the ground floor lighting was not working.

In summary, the house needs significant investment to bring it to current standards.

cont./...

## **Submissions**

15 The Tenant's Submission

Mr Evans sent a written submission to the Tribunal in which he drew attention to the poor state of repair.

16 He said any rent increase would cause him hardship.

17 The Landlord's Submission

Mr Khan wrote to the Tribunal on 6 February 2025, disagreeing with its findings on the preliminary point. He said the neighbours were complaining about the state of the property and that the property was too large for a single person in receipt of housing benefit. He concluded by saying he would not communicate with the Tribunal any further on the subject of rent assessment.

## **Decision**

18 The Tribunal took account of the location, condition, accommodation and appearance of the property together with the parties' submissions and its own general knowledge of rents in the area before arriving at its decision.

19 The Tribunal found it to be fairly compact and the third bedroom less than ideal as it could only be accessed through the second bedroom. It was effectively a box room but may have been used as a bedroom in the past.

20 The condition was very poor. This was partly due to the Tenant's lack of decoration but Mr Evans had no written tenancy agreement and there was nothing requiring him to carry out repairs or decoration.

21 However, even disregarding decorations, the house was in poor condition with extensive work needed to bring it to present standards. There was no provision for cooking, no carpets, curtains or white goods which were all facilities expected by tenants in the market. There was no electrical supply to the ground floor lighting at the time of our inspection. In our view it would be virtually unlettable in the open market, 'virtually' because Mr Evans is in occupation and remains the Tenant and even if he were the only potential tenant if the house were advertised to let, a 'market of one' would nevertheless be a market and the actual tenant's bid cannot be disregarded.

22 Had it been refurbished, the Tribunal would have found its market rental value to have been around £925 p.c.m. but in present condition, lacking facilities, the Tribunal did not find any increase justified. Accordingly, the Tribunal found the rent under section 14 of the Housing Act 1988 to be £138.00 (One Hundred and Thirty Eight Pounds) per week with effect from 19 June 2024.

23 Mr Evans submitted that any rent increase would cause hardship but this was not relevant as the rent was not being increased.

24 In summary, the Tribunal determined the rent under section 14 of The Housing Act 1988 at £138.00 (One Hundred and Thirty Eight pounds) per week with effect from 19 June 2024.

I.D. Humphries B.Sc.(Est.Man.) FRICS  
Chairman

## **Appeal**

If either party is dissatisfied with this decision an application may be made to this Tribunal for permission to appeal to the Upper Tribunal, Property Chamber (Residential Property) on a point of law only. Any such application must be received within 28 days after the decision and accompanying reasons have been sent to the parties (Rule 52 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).

# **Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)**

Housing Act 1988 Section 14

Address of Premises

36 Towyn Road, Birmingham, West  
Midlands, B13 9NA

The Tribunal members were

I.D. Humphries B.Sc.(Est.Man.)FRICS  
V Ward BSc Hons FRICS

Landlord

Adalat Khan - P & K Properties Limited

Address

Tenant

Mark Evans

1. The rent is:

£138.00

Per

week

(excluding water rates and council  
tax but including any amounts in  
paras 3)

2. The date the decision takes effect is:

19 June 2024

3. The amount included for services is not  
applicable

Per

4. Date assured tenancy commenced

11 October 1993

5. Length of the term or rental period

Weekly

6. Allocation of liability for repairs

Landlord and Tenant Act 1985

7. Furniture provided by landlord or superior landlord

8. Description of premises

Terraced house

Chairman

I D Humphries

Date of Decision

11 March 2025