



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

Case Reference : **BIR/00CN/MNR/2025/0804**

Property : **43 Mount Pleasant Avenue Birmingham
B21 9QA**

Tenant : **Anna Katarzyna Fijalkowska**

Landlord : **Jaspal Kaur**

Type of Application : **Determination of a Market Rent under sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **V Ward BSc Hons FRICS
P Morris FRICS FAAV MCI Arb**

Date of Decision : **11 February 2026**

Date of Issue : **17 March 2026**

DECISION

**The Tribunal determines a rent of £600.00 per calendar month with effect
from 1 October 2025.**

REASONS FOR THE DECISION

Background

1. On 19 August 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (“the Act”) which proposed a new rent of £1,000.00.00 per calendar month (pcm), in place of the existing rent of £600.00 pcm, to take effect from 1 October 2025.
2. By an application received on 19 September 2025, under Section 13(4)(a) of the Act, the Tenant referred the Landlord’s notice proposing a new rent to the Tribunal for determination of a market rent.
3. The original tenancy commenced on 1 January 2018. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per 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. None

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. None

Inspection/Hearing

8. The Tenant requested an oral hearing. Accordingly, the Tribunal has considered this case on the basis of the evidence adduced at an oral hearing, an inspection of the property, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Tribunal carried out an inspection of the Property on 11 February 2026 in the presence of the Tenant, Ms Anna Fijalkowska who was assisted by Ms Aggie Swallow, an interpreter. The Landlord did not attend the inspection.

10. The Property was found to be a mid-terraced house offering the following accommodation:

GF Two living rooms, kitchen and bathroom (full suite with shower over bath);
FF Three bedrooms.

Outside: The Property has forecourt car parking and a rear yard.

The Property benefits from gas fired heating and partially double glazing.

The Property is situated in the Handsworth area of Birmingham within close proximity of amenities. Birmingham City Centre is approximately 4 miles to the south east.

Evidence

11. A face to face hearing was held at Tribunal Hearing Rooms, 13th Floor, Centre City Tower, Hill St Birmingham B5 4UU following the inspection. Present at the hearing were the Tenant, Ms Anna Fijalkowska and Ms Aggie Swallow, her interpreter, and also Ms Jaspal Kaur, the Landlord.
12. The evidence submitted by the parties both in their written submissions and at the oral hearing was as follows.

The Tenant.

13. The Tenant made the following comments.
14. Initially, the Tenant stated that they wished to dispute the validity of the Section 13 notice of rent increase as it stated that the new rent would start on 1st October, whereas the tenancy period runs from the 10th of each month. According to Section 13 of the Housing Act 1988, the start date for a rent increase must coincide with the first day of a tenancy period. Since the notice specifies the wrong date, it does not comply with the legal requirements and should therefore be considered invalid.
15. The Tenant indicated that they were not provided with required documents at the onset of the tenancy, specifically the Energy Performance Certificate, Gas Safety certificate, Electrical Safety certificate and confirmation of deposit.
16. The Tenant raised many issues in respect of the condition of the Property (exhibiting several photographs) and the services connected to the same.
 - a) Gas Safe conducted an inspection in August 2025 and found multiple safety issues including:

- lack of insulation on the condensate pipe,
- incorrectly installed discharge pipe,
- boiler not notified to Building Control,
- pressure test could not be carried out due to damaged fitting,
- missing screw on boiler casing,
- lack of carbon monoxide alarms in rooms with a gas appliance.

b) No improvements have made to kitchen for at least or to the property generally for at least 11 years.

- the window in one bedroom has no front pane;
- the living room window was cracked and taped; there is also no heating in this room, making it unusable.
- The bedroom window upstairs is cracked and could not be closed, a blanket is used to block draughts.
- the property had no fire escape.
- the garden was in a very poor state and the Tenant had to clean it themselves.
- There is no gate or secure entry to the property -

17. Environmental Health Officers from Birmingham City Council attended the Property on 18 September 2025. They subsequently wrote to the Landlord on 24 September 2025 indicating works that were required to the Property. The works required are set out in Appendix One.
18. The Tenant produced an extract from the Bricks and Logic platform which indicted the Property would have a rental value of £898.00 pcm but if cosmetic works were required this would fall to £795.00 pm.
19. The Tenant concluded by saying that the Landlord had failed to meet their obligations allowing the Property to fall into disrepair making the same unfit for occupation and unsafe. Accordingly, they requested the Tribunal dismiss the increase until the remedial works were carried out.

The Landlord

20. Initially in response to the Tenant's comments that the Rent Increase Notice was invalid due to the wrong commencement date, the Landlord stated that all tenancy agreements for the property commenced on the 1st day of each month. This is the official tenancy start date stated within the agreements. The arrangement allowing rent to be paid on the 10th of each month was made as a discretionary measure to provide assistance during a period of financial difficulty.

21. The Landlord gave some background to the tenancy and some commentary regarding the prescribed documents and the security deposit.
22. The Landlord commented that safety checks have consistently been carried out at the Property which has remained compliant with all safety obligations. The last Gas Safety inspection was on 14 February 2025 and the last Electrical Inspection Condition Report in February 2024. The Tenant agreed these dates were correct.
23. The Landlord was keen to emphasise that she had been ready and willing to carry out all required works; however, progress has been significantly hindered by limited access and insufficient communication from the Tenant. On multiple occasions, arrangements for inspection or repair have been cancelled or obstructed, which has prevented the timely completion of necessary work. In this regard, the Landlord exhibited an email from the Tenant which concerned the period 27 - 31 October 2025. During this period the Tenant was available for, in total, two days during working hours.
24. Following the involvement of the Local Authority, the Landlord indicated that they took immediate action and by 15 October, all radiators are fully operational. Contrary to the tenant's claim that no action has been taken since council involvement, the Landlord says that they have maintained ongoing communication with the Local Authority regarding this matter.
25. The Landlord acknowledges that a further inspection is now appropriate, and for this reason, has initiated steps to obtain a professional report to assess the condition of the Property. The Landlord also stated they served a Section 21 notice to allow for proper review and any necessary works to be carried out safely and effectively.
26. Continuing, the Landlord said that Mount Pleasant Avenue was mostly period terraced housing (many built in the 19th / early 20th century) and that multiple neighbouring properties share the same form and sale history. That makes it reasonable to argue that minor cracking/age-related defects are common in the area and not unique to the house.
27. For an extended period, the tenant has been paying £550 per month, significantly below the market rate for a Property of this size and quality. The Landlord considers that all reasonable requests from the Tenant and her daughter have been met. For example, when the tenant requested a delay in rent payments due to visiting family in Poland, the Landlord says they agreed without hesitation. Similarly, when she asked to change payment dates or pay a reduced amount with the balance the following month, the Landlord accommodated these requests.
28. The Landlord provided extracts from Rightmove which showed similar properties in the Handsworth area which were being offered at rents between £1,000.00 to £1,150.00.

Determination and Valuation

Preliminary Issue – Validity of the Notice

29. Initially, the Tribunal dealt with the issue of the validity of the Rent Increase Notice due to the Tenant's assertion that the incorrect commencement date had been used, 1st of each month instead of the current payment date of 10th of the month.
30. The ultimate authority for determining whether or not a Rent Increase Notice is valid is the County Court (see *Mooney v Whiteland* [2023] EWCA Civ 67) Following a review of the most recent tenancy document and the previous ones which all indicated a rent period and payment date of 1st of the month, the Tribunal is satisfied that the Notice is valid sufficient for its jurisdiction to be engaged.

Determination of the market rent

31. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the parties, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,000.00 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.
32. However, the salient date in respect of the condition of the Property is the rent increase date stated in the Notice of 1 October 2025. In this regard the Upper Tribunal decision in *Alexander v Middleton* [2024] UKUT 182 (LC) provides guidance.
33. As will be noted from the summary of the Local Authority's letter of 24 September 2025 in Appendix One (which also details the Tribunal's comments in respect of the same), the Property required many repairs at the date of their inspection – 18 September. This letter was the catalyst for the Landlord to carry out many of the required works, she states that by 15 October 2025 all radiators were working. The Tenant's statement of 20 November 2025 also contains photos showing disrepair however as the photos are not date stamped, they carry little evidential weight. However, the Tribunal considers on the balance of probabilities it is unlikely that any significant works were carried out by the review date. This view is endorsed by the fact that the Landlord complains about access during the period 27 - 31 October 2025.
34. The Tribunal acknowledges that by the time of their inspection on 11 February 2026, the Landlord had carried out many works – again see Appendix One – however these works had not been done by 1 October 2025. Accordingly, the Tribunal's rental determination must allow for the condition of the Property as evidenced by the Local Authority letter of 24 September 2025.

35. To arrive at a market rental of Property as at the valuation date, the Tribunal must take its opinion of the market rental of £1,000.00 and then make deductions for the wants of disrepair. These can be summarised as follows

- a) The general condition of the Property relative to the comparable properties.
- b) The severe cracking to the rear first floor bedroom which renders this bedroom virtually unusable. Falling spall debris could also limit the utility of the rear yard.

The full valuation is shown below:

Starting Rent			<u>£1,000.00</u> pcm
<i>Less</i>			
a) Items given under a) above	£200.00		
b) Items given under b) above	£200.00	<u>£400.00</u>	
Market rent			£600.00 pcm

Decision

12. Therefore, the Tribunal determines the market rent at £600.00 per calendar month with effect from 1 October 2025.

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.

Appendix One

The letter from Birmingham City Council dated 24 September 2025 from Birmingham City Council set out required works to the Property.

These were of two categories:

Schedule A

The inspection identified deficiencies that are enforceable Category 1 & 2 hazards. The attached Schedule A details the works that are required to ensure that the hazards are reduced to an acceptable level and to comply with the above legislation.

Schedule B

The inspection identified deficiencies that are non-enforceable Category 2 hazards under the Council's enforcement policy at this stage. Whilst they are not currently enforceable, the Council has discretionary powers to enforce this where appropriate. It is therefore strongly recommended that the action identified on Schedule B are undertaken to ensure a safer and healthier environment for the occupants.

The works identified were as listed below. The Tribunal finds it convenient to indicate beneath each item the status of the works at the Time of their inspection.

Schedule A

1.1 Ground Floor to First Floor Staircase

No handrail installed on either side of the staircase.

Tribunal – Remedial works completed.

1.2 External steps leading to front entrance door

No handrail installed on the external front entrance steps.

Tribunal – Remedial works completed.

1.3 Ground Floor Front Living Room

No fixed or controllable form of heating provided in the room. As such, the tenants are unable to maintain a safe indoor temperature of 18 degrees in the bedrooms when the outside temperature.

Tribunal – Remedial works not completed – no fixed heating installed.

1.4 First Floor Front Bedroom

Deficiencies in the window unit (gaps between the top hung casement window and frame when closed) permitting excessive draughts and heat loss when the window is closed.

Tribunal – Remedial works completed – new window installed.

1.5 First Floor Middle Bedroom.

Missing outer windowpane on bottom unit, potentially compromising the thermal efficiency of the window.

Tribunal – No remedial works carried out.

1.6 Kitchen.

Poor layout of the kitchen and positioning of the cooker – the current kitchen design and layout may cause scalds and burns as the cooker is sited close to the doorway and within the main thoroughfare.

Tribunal – No remedial works carried out.

1.7 Bathroom.

Mould affected ceiling.

Tribunal – Remedial works in hand as confirmed by Tenant.

1.8 Bathroom.

There are insufficient provisions for the safe, rapid removal of moisture laden air generated by normal domestic activities. There should be sufficient and appropriate means of rapid ventilation at times of high moisture production in the bathroom generated by normal domestic activities without the need to open windows. Provide and fit mechanical ventilation to the bathroom, by provision of an automatic extractor fan fitted ducted to the outside air. Ensure it is maintained in proper working order and provides a ventilation rate of at least 15 litres per second. Opening windows can result in heat loss, noise, and may pose a security risk.

Tribunal – Remedial works completed, extractor fan installed.

1.9 Rear External Elevation/First Floor Front Bedroom.

Large cracks to external and internal walls, particularly along the rear external elevation.

Tribunal – No works or investigations carried out.

1.10 Ground Floor Front Living Room.

Electric meter and fuse box not securely enclosed, exposed wiring around the unit at floor level.

Tribunal – No remedial works completed.

1.11 Ground Floor Front Living Room.

The gas meter is not securely enclosed, exposed wiring around the unit at floor level.

Tribunal – No remedial works completed.

1.12 First Floor Middle Bedroom.

The height of the windowsill is less than 1100mm from floor level, which increases the risk of a child opening the window unsupervised. There is no restrictor fitted on the window to limit its opening to less than 100mm.

Tribunal – No remedial works completed.

Schedule B

1.13 External Elevation.

Blocked drainage gully on the rear right hand flank elevation.

Tribunal – Remedial works completed.

1.14 Bathroom.

Missing/broken handle, compromising the tenant's ability to effectively operate the window.

Tribunal – Remedial works completed – new window installed.

1.15 Ground Floor Front Living Room.

Cracked internal windowpane (bottom panel), potentially compromising the thermal efficiency of the window.

Tribunal – Remedial works completed – new window installed.

1.16 Bathroom.

The insulation to the bathroom ceiling appears to be compromised or missing, increasing the likelihood of mould growth to the area.

Tribunal – No Remedial works carried out.

1.17 Rear Entrance Door.

The current rear door may not be of suitable external quality. It may be susceptible to water ingress over time.

Tribunal – Remedial works completed – new window installed.

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

Housing Act 1988 Section 14

Address of Premises

43 Mount Pleasant Avenue
Birmingham B21 9QA

The Tribunal members were.

V Ward BSc Hons FRICS
P Morris FRICS FAAV MCI. Arb Rating

Landlord

Jaspal Kaur

Address

Tenant

Anna Katarzyna Fijalkowska

1. The rent is:

£600.00

Per

month

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

2. The date the decision takes effect is:

1 October 2025

3. The amount included for services is not applicable

Per

4. Date assured tenancy commenced

1 January 2028

5. Length of the term or rental period

Monthly

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

V Ward

Date of Decision

11 February 2026