

	<b>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</b>
<b>Case Reference</b>	<b>BIR/00CN/MNR/2025/0769</b>
<b>Property</b>	<b>2411 Coventry Rd., Sheldon, Birmingham, B26 3PP</b>
<b>Tenant</b>	<b>David Knight and Sylvia Knight</b>
<b>Tenant's Representative</b>	<b>None</b>
<b>Landlord</b>	<b>Mohammed Mughal and Razala Mughal</b>
<b>Landlord's Address</b>	<b>43 Rodney Rd., Solihull, West Midlands, B92 8SB</b>
<b>Landlord's Representative</b>	<b>Burchell Edwards</b>
<b>Date of Application</b>	<b>8 July 2025</b>
<b>Type of Application</b>	<b>Determination of a Market Rent under under sections 13 &amp; 14 of the Housing Act 1988</b>
<b>Tribunal Members</b>	<b>I D Humphries B.Sc.(Est.Man.) FRICS N Atherton MRICS</b>
<b>Date of Decision</b>	<b>4 March 2026</b>
<b>Rent Determined</b>	<b>£1,075.00 per calendar month</b>
<b>Date the new rent takes effect</b>	<b>9 July 2025</b>

## **REASONS FOR THE DECISION**

### **Background**

1. On 29 May 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,100.00 per calendar month (pcm) in place of the existing rent of £775.00 pcm to take effect from 9 July 2025.
2. On 8 July 2025, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's Notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 9 December 2017. The rental period is monthly.

### **Allocation of Repairs between Landlord and Tenant.**

4. As per Section 11 of the Landlord and Tenant Act 1985.

### **Service Charges of furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.**

5. Not applicable.

### **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. No other significant terms affect the rent.

### **Inspection/ Hearing**

8. 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**

9. The Tribunal did not inspect the property. It relied on information provided by the parties and the image on Google Streetview in reaching its decision.
10. The property is a traditional three bedroom semi-detached house with living room, kitchen, bathroom and additional room, fronting the A45 Coventry Road in Sheldon, east Birmingham.

## **Evidence**

11. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

### *The Tenant*

12. The Tenants made the following comments:
  - a) the alarm system had not been working since March 2020;
  - b) the Tenants had replaced the shed as the original was in poor repair;
  - c) the Landlords had been unwilling to negotiate the rent;
  - d) the Landlord's proposed rent increase of 42% was unreasonable;
  - e) the Tenants advised that their own wage increases had been less than inflation;
  - f) there were no comparable properties in the area fronting a busy main road such as the A45 Coventry Road fronting their property;
  - g) the Landlords had not sent a copy of the insurance policy;
  - h) the Landlords had not sent anyone to attend to outstanding repairs and
  - i) the Tenants had improved the property by replacing the cooker, garden shed and some window keys.
13. The Tenants provided no comparable rental evidence.

### *The Landlord*

14. The Landlord provided summary details of 7 semi-detached houses in the area with rents ranging from £1,200 pcm to £1,375 pcm, three of which were marked 'let agreed' and two no longer advertised. Apart from one which was advertised at £1,200 pcm with a Coventry Road address, all the others were in residential areas nearby without all the attendant noise and inconvenience of fronting the A45.

## **Determination and Valuation**

15. The Tribunal carefully considered the evidence provided and particularly the rents of houses referred to by the Landlord. However, the Tribunal were not provided with their full addresses and no further evidence was offered by the Landlord in confirmation.
16. Relying on its own expert general knowledge of rental values in the area and the comparables provided by the parties, the Tribunal considers the market rental of the subject property, modernised and in good order, would be in the order of £1,100.00 pcm for this location fronting the busy A45. This is the rent we would expect the property to let for in the open market if it were in the same general condition as the comparable properties with white goods and curtains provided by the landlord.
17. From this, the Tribunal deducts £25.00 pcm representing the rental value of the Tenants' replacement cooker. No allowance is made for the Tenants having replaced the garden shed.

## **Undue Hardship**

18. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless it would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has discretion to fix a later starting date up to the date the Tribunal makes its determination.
19. No submissions were received for undue hardship.

## **Decision**

20. Accordingly, the Tribunal determines the market rent at £1,075.00 per calendar month with effect from 9 July 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 this appeal.