

	<b>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</b>
<b>Case Reference</b>	<b>BIR/00CN/MNR/2025/0782</b>
<b>Property</b>	<b>41 Hazelwood Road Birmingham B27 7XL</b>
<b>Tenant</b>	<b>Rafaqat Ali and Asifa Abbas</b>
<b>Tenant's Representative</b>	
<b>Landlord</b>	<b>Fatima Bi</b>
<b>Landlord's Address</b>	<b>3 Hall Green Birmingham B28 0JR</b>
<b>Landlord's Representative</b>	<b>Oasis Estate Agents</b>
<b>Date of Application</b>	<b>15<sup>th</sup> September 2025</b>
<b>Type of Application</b>	<b>Determination of a Market Rent sections 13 &amp; 14 of the Housing Act 1988</b>
<b>Tribunal Members</b>	<b>Mr G S Freckelton FRICS (Chairman) Mrs J Rossiter MRICS</b>
<b>Date of Decision</b>	<b>12<sup>th</sup> March 2026</b>
<b>Rent Determined</b>	<b>£1,550.00 per calendar month</b>
<b>Date the new rent takes effect</b>	<b>12<sup>th</sup> March 2026</b>

## **REASONS FOR THE DECISION**

### **Background**

1. On 1<sup>st</sup> August 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,550.00 per calendar month(pcm) in place of the existing rent of £1,450.00 pcm to take effect from 5<sup>th</sup> October 2025.
2. On 15<sup>th</sup> September 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. Based on the tenancy agreement it is understood that the tenancy commenced on 5<sup>th</sup> December 2023. For an initial term of six months. It is assumed that the tenancy is continuing on a monthly basis.

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

4. As per section 11 of 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. Neither party requested an inspection or 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 has not carried out an inspection.
10. Based on the application form the Tribunal understands that the property is a semi-detached house, offering the following accommodation:

Ground Floor - Hall, one living room, kitchen.

First Floor – Landing, four bedrooms and bathroom with W.C.

Outside: Garden and garage.

The Tribunal assumes that the property benefits from central heating and based on internet mapping it appears to be double glazed.

The Property is situated in an attractive, established urban location within the Birmingham conurbation.

## **Evidence**

11. Neither the Tenant and the Landlord returned the Tribunal's Reply forms. The Landlord requested a copy of the Directions but made no submissions. The Tenant submitted a copy of his Universal Credit Statement.

## **Determination and Valuation**

12. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject property subject to the usual tenancy conditions would be in the order of £1,550.00 pcm. This is the rent we would expect the property to be let for in the open market.
13. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 the date a Tribunal makes its determination.

The Tenant has asked the Tribunal to fix a later starting date in this case. He says he will otherwise be caused undue hardship because his rent is part funded by Universal Credit and currently the rental is over the Local Housing Allowance. This means that any further rent increase means Universal Credit will not cover the increased amount. The Universal Credit Statement confirms that Asifa Abbas is a carer and that Razaqat Ali is either prevented or affected at work due to health issues.

The Landlord did not respond to the Tenant's application for postponement due to hardship.

As a result of our decision the rent will increase by £100.00 a month. The date specified in the Landlord's Notice was 5<sup>th</sup> October 2025. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 12<sup>th</sup> March 2026.

### **Decision**

14. Therefore, the Tribunal determines the market rent at £1,550.00 per calendar month with effect from 12<sup>th</sup> March 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.