

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCN/MNR/2025/0750
Property	104 Sladepool Farm Road Maypole Birmingham B14 5EF
Tenant	Neil Henderson
Tenant's Representative	
Landlord	Mrs B Hughes
Landlord's Address	c/o Impney Hall Impney Estate Droitwich WR9 0Bn
Landlord's Representative	Greyfort Property Limited
Date of Application	19th June 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr G S Freckelton FRICS (Chairman) Mrs J Rossiter MRICS
Date of Decision	12th March 2026
Rent Determined	£1,045.00 per calendar month
Date the new rent takes effect	4th July 2025

REASONS FOR THE DECISION

Background

1. On 30th May 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,145.00 per calendar month (pcm) in place of the existing rent of £960.00 pcm to take effect from 4th July 2025.
2. On 19th 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 4th June 2024 for a term of 12 months and thereafter on a monthly basis. The rental period is monthly. The original tenancy is understood to have commenced in 2016.

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. Based on the information provided by the parties the Property is understood to be a semi-detached house, offering the following accommodation:

Ground Floor – Porch, hall, one living room and kitchen.

First Floor – Landing, three bedrooms and bathroom with a bath and shower.

Outside: Gardens and car parking space.

The Property benefits from central heating and double glazing.

The Property is situated in an established urban area within the Birmingham conurbation.

Evidence

10. Both the Tenant and the Landlord returned the Tribunal's Reply forms and further submissions including photographs.

The Tenant.

11. The Tenant made the following comments:
- a) The curtains and all white goods, with the exception of the oven were provided by the Tenant.
 - b) There is damp to the lounge bay and bedroom 3.
 - c) The bathroom requires replacement.
 - d) The kitchen requires replacement and the tiled kitchen floor is cracked. There are also cracks to the walls.
 - e) There is no radiator to the hallway.
 - f) The condition of the garden is poor.
 - g) He has fitted an EV charge point.
 - h) He was of the opinion that the proposed rent was excessive having regard to the condition of the property.

The Landlord

12. The following comparables were provided by the Landlord.

- a) 191 Prince of Wales Lane, Maypole – A 3-bedroom semidetached house let at £1,025.00 pcm.
- b) 22 Westfield Avenue, Maypole – A 2-bedroom semi-detached house let at £1,095.00 pcm.

Both these properties are described as being in ‘fair condition’. As such, the Landlord was of the opinion that the market rent for the subject property was between £1,150.00 and £1,300.00 pcm.

13. The Landlord also submitted that they had made significant investment in the Property including a new driveway and roof. The garden was considered to be the Tenant’s responsibility. The Landlord was considering replacement of the bathroom and the kitchen was considered as being ‘functional’. The cracks to the kitchen were considered to be due to an inadequate lintel.

Determination and Valuation

14. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,175.00 pcm. This is the rent we would expect the property to let for in the open market if it was in good general condition as the comparable properties including having white goods and curtains provided by the landlord.

15. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) The defects to the property noted in paragraph 11 above.
- b) Improvements and fittings provided by the Tenant including white goods and curtains.
- c) The Tenant’s liability to decorate.

The full valuation is shown below:

Starting Rent		£1,175.00 pcm
<u>Less</u>		
a) Items given under a) above	£50.00	
b) Items given under b) above	£25.00	
c) Items given under c) above	£55.00	<u>£130.00</u>

Market rent **£1,045.00 pcm**

Decision

16. Therefore, the Tribunal determines the market rent at £1,045.00 per calendar month with effect from 4th 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 the appeal.