

	<b>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</b>
<b>Case Reference</b>	<b>BIR/00CS/MNR/2025/0600</b>
<b>Property</b>	<b>17 Westfield Road Smethwick West Midlands B67 6AW</b>
<b>Tenants</b>	<b>Amanda Al – Meerabi &amp; Hesham Al - Shemari</b>
<b>Tenant’s Representative</b>	
<b>Landlord</b>	<b>Gurdev Sohal</b>
<b>Landlord’s Address</b>	<b>c/o Unit 4 294 – 310 High Street West Bromwich B70 8EN</b>
<b>Landlord’s Representative</b>	<b>Samuel &amp; Co</b>
<b>Date of Application</b>	<b>19 December 2024</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>V Ward BSc Hons FRICS Judge David R Salter</b>
<b>Date of Decision</b>	<b>9 March 2026</b>
<b>Rent Determined</b>	<b>£900.00 per calendar month</b>
<b>Date the new rent takes effect</b>	<b>1 February 2025</b>

## **REASONS FOR THE DECISION**

### **Background**

1. On 30 November 2024, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,000.00 per calendar month (pcm) in place of the existing rent of £900.00 pcm to take effect from 1 January 2025.

On 11 December 2024, the Landlord served a second notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £950.00 per calendar month (pcm) in place of the existing rent of £900.00 pcm to take effect from 1 February 2025 following negotiations with the Tenants.

2. On 19 December 2024, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's initial notice proposing a new rent to the Tribunal for determination of a market rent. It was clear from the Tenants' actions that they sought to appeal both notices.
3. The assured tenancy commenced on 1 December 2019 for a term of 6 months. The rental period is monthly.

### **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 and the costs relating to the same.**

5. None

### **Liability for Council Tax**

6. The Tenants are 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 Tribunal carried out an inspection of the Property on 9 March 2026 in the presence of the Tenants. Ms Lisa Edwards of Samuel & Co attended on behalf of the Landlord. An oral hearing was convened at the request of the Tenants. Ms Edwards was expected to attend the hearing but did not do so. Accordingly, the Tribunal has considered this case on the basis of an inspection of the Property, an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.
9. The Tribunal was accompanied during the inspection and at the hearing by Ms Lucy Pokuaa-Amofah as part of the Judicial Shadowing Scheme. Ms Pokuaa - Amofah acted as an observer and played no part in the decision making of the Tribunal.

## **The Property**

10. The Property is a mid-terraced house, offering the following accommodation:

GF: Two reception rooms, kitchen, rear lobby and bathroom with full suite including shower over the bath.

FF: Three bedrooms.

Outside: Small forecourt to the front elevation. Rear garden.

Roadside car parking.

The Property benefits from heating by gas fired central and double glazing.

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

## **Evidence**

11. Both the Tenants and the Landlord returned the Tribunal's Reply Forms.

### *The Tenant.*

12. The Tenants provided a copy of a letter sent to the Landlord in December 2024 outlining works required to the Property. These were as follows and, where appropriate, supported by photographic evidence:

- a) Damp.
- b) Mould.
- c) Roof leak.
- d) Water leaking into the property around windows and wall possibly due to the problem with the gutters.
- e) External drainpipe is not sealed.
- f) Toilet waste pipe.
- g) Shower holder is loose.
- h) Doors.
- i) Crack in the plaster.
- j) Rats' infestation.
- k) Electric faults. The Tenants had not been provided with an EICR (Electrical Inspection Condition Report).
- l) Issues with the cooker.

### *The Landlord*

13. The Landlord provided an extract from the Rightmove Property Portal. This provided limited details of 7 three-bedroom properties at rents ranging from £995.00 pcm to £1,500.00 pcm over the period September to December 2024.

a) Bearwood Road, Smethwick	£1,500.00 pcm
b) Claremont Road, Smethwick	£1,400.00 pcm
c) Devonshire Road, Smethwick	£1,400.00 pcm
d) Silverton Heights, Smethwick	£1,275.00 pcm
e) Pearman Road	£1,150.00 pcm
f) Parkhill Road	£1,150.00 pcm
g) Bleak Street, Smethwick	£995.00 pcm

### **Determination and Valuation**

14. The evidence provided by the Landlord in respect of each comparable property was extremely limited and made comparison with the subject Property difficult. In some instances, there was no commentary relating to the condition of the cited property, for example, had such property been modernised for letting or recently refurbished? In addition, many did not appear to be directly comparable to the subject Property in that whilst they were terraced properties they were markedly different in outward appearance to the Subject property and benefitted from car parking. In one instance, the comparable was a semi-detached property.
15. The Tribunal was, therefore, left to rely on its own expert, general knowledge of rental values in the area. In this respect, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,100.00 pcm.

16. However, from the Tribunal’s own inspection and the information provided by the Tenants, the following issues were noted with regard to the condition of the Property:
- a) Water ingress was noted to the front bay window and also around the chimney breast in the second reception room.
  - b) Condensation was noted at several points around the Property. Whilst some of this may occur due to lifestyle, this was not helped by the lack of ventilation within the Property particularly in the bathroom which did not appear to have a functioning extractor fan.
  - c) Due to the above, the condition of the bathroom was extremely poor.
  - d) Broken stair treads were noted which potentially could be dangerous.
  - e) The rear garden fencing to the right-hand elevation had collapsed rendering the garden virtually incapable of beneficial use.
  - f) The Tenants reported that [omitted] one of the Landlord’s contractors had stated that there was no insulation to the roof space above the third bedroom.
  - g) The Tenants noted water ingress around some of the double-glazed window units.
17. During a single limited inspection on a relatively dry day, it was difficult for the Tribunal to form any view in respect of items f) and g) above. However, the other issues were identified during the inspection and in the opinion of the Tribunal require a rental adjustment to compensate for the same.

The full valuation is shown below:

Starting Rent	<u>£1,100.00</u> pcm
<u>Less</u>	
i. Items a) to c) above	£125.00
ii. Items d) & e) above	<u>£75.00</u>
<b>Market rent</b>	<b>£900.00 pcm.</b>

### **Decision**

18. Therefore, the Tribunal determines the market rent at £900.00 per calendar month with effect from 1 February 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.