

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCW/MNR/2025/0725
Property	20 Broad Gauge Way Wolverhampton WV10 0AX
Tenant	Ikponmwosa Egbon
Tenant's Representative	
Landlord	Yuming Feng
Landlord's Address	
Landlord's Representative	Whitegates
Date of Application	17th April 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) Mr N Wint FRICS
Date of Decision	30th April 2026
Rent Determined	£800.00 per calendar month
Date the new rent takes effect	30th April 2026

REASONS FOR THE DECISION

Background

1. On 1st April 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £950.00 per month in place of the existing rent of £725.00 to take effect from 2nd May 2025.
2. On 17th April 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 2nd April 2023 for a term of six 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 (other than carpets and curtains 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 oral hearing. The Tribunal has considered this case on the basis of an inspection, the papers provided by the parties and its own knowledge and specialist expertise.

Inspection

9. The Tribunal carried out an inspection of the Property on 30th April 2026 in the presence of the Tenant.

10. The Property is a first-floor flat forming part of a modern development, offering the following accommodation:

Hall with store off and cupboard off housing the hot water cylinder. Open plan kitchen/lounge. Double bedroom 1 with en-suite shower room. Double bedroom 2 and family bathroom.

Carpets, curtains and white goods are provided by the Landlord.

Outside: There is a designated parking space.

The Property benefits from heating by electric heaters and double glazing.

The Property is situated in a central location with nearby retail and business premises.

Evidence

11. Both parties completed the Tribunal's Reply Forms. The Tribunal has considered the written submissions provided by the Tenant and the Landlord.
12. The Tenant submits that in October 2024 the Landlord served a Notice under section 21 citing disrepair and overcrowding. In February 2025 the Landlord served a section 13 Notice proposing a rental increase. The Tribunal understands that the section 21 Notice has lapsed.
13. The Tenant objected to the rent increase on the following grounds:
- a) The bedroom window lock was broken
 - b) The en-suite shower room is damp.
 - c) The extractor fans to the bathroom and en-suite shower room did not work.
 - d) There was a fault to the electric hob which tripped the electricity supply when switched on.
 - e) There was a dilapidated cupboard with a damaged door and poorly fitted worktop to the sink in the kitchen.
 - f) The water heater was no longer programmable so the water was too hot and could not be regulated.
 - g) The Landlord has changed the setting on the heaters which now gave off less heat at an increased cost. The Tenant was therefore using free standing heaters.
 - h) The latch to the window of bedroom 1 was broken. The window could not be properly locked or closed.
 - i) A 31% increase in rent was unreasonable.

14. The Tenant submitted photographs of the property in support of his submissions relating to condition and disrepair.
15. The Landlord submits the following comparable evidence:
 - a) A two-bedroom flat in the same postcode as the subject property. The flat has only one bathroom. It is advertised at £900.00 per month.
 - b) A two-bedroom, two-bathroom flat in Albion Street, Wolverhampton advertised at £925.00 per month.
 - c) A two-bedroom, two-bathroom flat on Albion Street, Wolverhampton advertised at £1,000.00 per month. The property was marketed in August 2025 and subsequently let.
 - d) A two-bedroom, two-bathroom flat in Albion Street, Wolverhampton, marketed at £950.00 per month in July 2025 and subsequently let.
 - e) A two-bedroom, two-bathroom apartment in Albion Street, Wolverhampton, advertised at £1,050 per month in July 2025 and subsequently let.
 - f) A two-bedroom detached property in Queen Street, Wolverhampton advertised in December 2024 at £2,000.00 per month.

Determination and Valuation

16. The Tribunal considered the comparables provided by the Landlord and disregarded the apartment in Albion Street (e) and detached property in Queen Street (f) as neither property was considered comparable. However, the Tribunal determined that the remaining comparables were of similar type properties. The comparable at (a) only had one bedroom and the remaining comparables with two bedrooms were offered at rents ranging from £950.00 - £1,050.00 per month.
17. The Tribunal then considered the condition of the property and finds that urgent ongoing repairs are necessary as detailed in paragraph 13 above. The Tribunal is of the opinion that the shower cubicle is leaking causing damp and damage to the walls of the en-suite shower room.
18. 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 £950.00 per month. 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 including having white goods and curtains provided by the landlord.

19. From this level of rent we have made adjustments in relation to the condition of the property as follows:

a) Damp to the en-suite	45.00
b) Loose tiles to the en-suite and family bathroom	15.00
c) Repairs to the hob, kitchen cabinet/door and worktop	35.00
d) Repairs to the window of bedroom 1	10.00
e) Faulty heater and hot water controls	25.00
f) <u>Non-working extractor fans</u>	<u>20.00</u>
Total	£150.00

Decision

20. The Tribunal therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy was £800.00 per month.

Undue Hardship

21. 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.

22. The Tenant has asked the Tribunal to fix a later starting date in this case. He says he is facing financial difficulties due to a loan he took out to purchase a car in March 2025. His original car was stolen from his designated space in the car park. He also had a further loan. His wife had been unable to get a job.

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

24. As a result of our decision the rent will increase by £75.00 per month. The date specified in the landlord's notice was 2nd May 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 30th April 2026.

Chairman: G S Freckelton FRICS

Date: 30th April 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.