

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCN/MNR/2025/0831
Property	905 Landrow Place 86 Lionel Street Birmingham B3 1EJ
Tenant	Rafiya Mirza
Tenant's Representative	
Landlord	Landrow Place Limited
Landlord's Address	c/o 1 Drummond Gate London SW1V 2QQ
Landlord's Representative	BTR Operating Limited
Date of Application	28th October 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	£1,050.00 per calendar month
Date the new rent takes effect	1st November 2025

REASONS FOR THE DECISION

Background

1. On 27th August 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,075.00 per month in place of the existing rent of £1,025.00 to take effect from 1st November 2025.
2. On 28th October 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 22nd November 2023 for a term of 12 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. Bed, bedside tables, sofa, TV stand, small dining table, two chairs and coffee table.

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.

Hearing

8. Neither party requested an oral hearing.

Inspection

9. The Tribunal did not inspect the property but considered this case on the basis of the papers provided by the parties and having regard to its own knowledge, expertise and online research.

10. The Property is a self-contained flat situated on the ninth floor, offering the following accommodation:

Open plan kitchen/lounge, one bedroom, and bathroom.

The Property benefits from central heating and double glazing. Carpets, curtains and white goods are provided by the Landlord. Wi-fi is understood to be included.

Limited parking is understood to be available at an additional cost.

Evidence

11. The Tenant and the Landlord completed the Tribunal's Reply Forms.
12. The Tenant submits that the windows have not been cleaned since she moved into the property and that she has not been able to open the larger windows to the lounge and bedroom since July 2024. This has reduced the ventilation in the property and has resulted in condensation mould to the bathroom.
13. The Tenant submitted photographs to support their submission.
14. The Tenant submits that in their opinion the Landlord has made a deal with utility companies and a utility invoicing company which has resulted in additional charges of some £450.00 being incurred. At the same time, the Tenant was promised a concessionary rental for being an 'established tenant' which had not been the case. Other comparable one-bedroom flats were being offered at £900.00 - £1,050 pcm.
15. The Landlord submits evidence of various properties at Landrow Place showing an average rental in September 2025 of £1,093.00 pcm, in October 2025 of £1,128.00 pcm and in November 2025 of £1,090.00 pcm. They also provided a schedule of comparable details of similar properties within 0.5 miles and 1 mile of Landrow Place at average rentals of £1,260.00 pcm and £1,223.00 pcm respectively.
16. The Landlord further submits that the Tenant has the use of the communal gym, roof terraces and gardens, communal kitchen and lounge, private residents meeting space, parking and bike storage, EV charging and events organised by the site team. There was also 24/7 security and concierge/on-site property manager.
17. The Tribunal has considered the written submissions provided by the Tenant and the Landlord.

Determination and Valuation

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 £1,075.00 pcm. 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 an adjustment of £25.00 in relation to the dirty windows not all of which can be opened.

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 £1,050.00 per month with effect from 1st November 2025.

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 not asked the Tribunal to fix a later starting date in this case.

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.