

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCS/MNR/2025/0827
Property	69 Crankhall Lane Wednesbury WS10 0EG
Tenant	Victoria Furnival
Tenant's Representative	
Landlord	c/o Belvoir Wednesbury
Landlord's Address	c/o 4 Woden House Market Place Wednesbury Staffordshire WS10 7AG
Landlord's Representative	Belvoir Wednesbury
Date of Application	28th September 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	£600.00 per calendar month
Date the new rent takes effect	21st October 2025

REASONS FOR THE DECISION

Background

1. On 2nd September 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £995.00 per month in place of the existing rent of £600.00 to take effect from 21st October 2025.
2. On 28th 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. The assured tenancy commenced on 21st November 2016. The original term is not known. The rental period is understood to be 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 the papers provided by the parties and its own knowledge and specialist expertise.
9. Based on the papers provided to it, the Tribunal understands that the property is a mid-terraced townhouse offering the following accommodation:

Ground Floor - lounge, kitchen and W.C.

First Floor: Three bedrooms and bathroom

Second Floor: Attic Room

Outside: Front and rear gardens.

Based on internet mapping the property is understood to have double glazing. The Tribunal understands that the property has central heating.

The Property is situated in an established residential area.

Evidence

10. Neither party completed the Tribunals Reply Forms. No written submissions were provided by the Landlord. Submissions were made by the Tenant in her original application.
11. The Tenant submits:
 - a) That there is a list of repairs required. They have been reported but no work has been done.
 - b) There is a hole under the bath to the hallway ceiling.
 - c) The rear door does not operate/lock properly.
 - d) The back boiler has not worked since February 2023. There is therefore no central heating or hot water.
 - e) There is a leak to the attic room causing damage to decoration and black mould on the chimney breast.
 - f) The ground floor W.C is leaking.
12. The Tenant submitted that the repairs had been reported to the Local Authority Environmental Health Officer. Therefore, in the submission of the Tenant, the Landlord had failed to carry out their obligations under section 11 of the 1985 Act.
13. With regard to comparable evidence the Tenant submitted that there a range of properties at rents between £750.00 - £1,500.00 per month but that there was a similar house on the next road being offered at £800.00 per month. This was in the WS10 OEG postcode.

Determination and Valuation

14. Relying on its own expert, general knowledge of rental values in the area, and the limited comparables provided by the Tenant, the Tribunal considers that the market

rental of the subject Property modernised and in good order would be in the order of £1,000.00 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.

15. From this level of rent we have made adjustments in relation to reflect the condition of the property which we consider merits a substantial discount (particularly in respect of the lack of hot water or central heating):

- a) Lack of central heating/hot water
- b) Hole to hall ceiling.
- c) Defective rear door.
- d) Leak to attic room.

16. The full valuation is shown below:

Market Rent		£1,000.00
<i>Less</i>		
a) Items given under a) above	280.00	
b) Items given under b) above	25.00	
c) Items given under c) above	45.00	
d) Items given under a) above	<u>50.00</u>	
		<u>£400.00</u>
Market Rent		£600.00

Decision

17. 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 £600.00 per month with effect from 21st October 2025.

Undue Hardship

18. 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.

19. 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.