

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCS/MNR/2025/0744
Property	73 Durban Road Smethwick B66 3SG
Tenant	Ugennie Hewitt Cartwright
Tenant's Representative	None
Landlord	Nasser Mahmood
Landlord's Address	181 Portland Road Birmingham B16 9TD
Landlord's Representative	None
Date of Application	8 July 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Nicholas Wint FRICS – Chair Ian Humphries FRICS
Date of Decision	11 February 2026
Rent Determined	£750.00 per calendar month
Date the new rent takes effect	1 August 2025

REASONS FOR THE DECISION

Background

1. On 16 June 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,000 per calendar month(pcm) in place of the existing rent of £700 pcm to take effect from 1 August 2025.
2. On 8 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 1 February 2016. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Liability for Council Tax

5. The Tenant is responsible for the payment of Council Tax in respect of the Property.
6. The rent determined is exclusive of Council Tax.

Inspection/Hearing

7. The Tribunal carried out an inspection on 11 February 2026. Neither party requested a hearing.
8. The Tribunal considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a terraced house and provides the following accommodation:

Internal: Two living rooms, kitchen, two bathrooms and wc, and two bedrooms.

Outside: Garden and off-street parking.

The Property benefits from central heating and double glazing and the Landlord provided all the carpets and curtains and white goods.

Evidence

10. Both parties returned the Tribunal's Reply forms.

The Tenant

11. The Tenant submitted a Reply form detailing the accommodation and various photographs together with a written statement.
12. The Tenant submitted that there was damp and mould in several rooms as evidenced by the photographs. This was causing the wall paper to peel off in several areas and there was a hole in the wall in the living room and the rear garden fence had 13 panels missing.
13. The Tenants written statement set out expanded on the details in the Reply form stating the damp and leaks had been an on-going issue for a long time which the Landlord had repeatedly failed to address.
14. The Tenant therefore disagreed with the Landlords rental increase as it did not reflect the condition the Property was in.
15. No comparable evidence or information was however provided by the Tenant.

The Landlord

16. In addition to the Reply form the Landlord submitted a written statement concerning the rental increase and the condition of the property.
17. The Landlord advised the rental proposal was based on careful consideration of market evidence having regard to various listings on Rightmove and Zoopla which showed similar properties in the area at between £945 and £1100 per month. However, the Landlord states that the Property is larger and has a driveway and a large rear garden. Taking these factors into consideration led the Landlord to arrive at a rent of £1,000pcm.
18. As regard the condition of the property, the Landlord stated that the issues have arisen because of the way the Tenant uses the Property and poor ventilation and heating.
19. The Landlord has said that he has tried to attend the property to address any repairs however has been prevented from doing so by the Tenant on several

occasions. As regard the rear fence the Landlord advised that he was in contact with the neighbour to arrange its repair.

20. Details of the comparable evidence referred to by the Landlord were as follows:

Selsey Rd Birmingham – 3 bed mid terrace with 1 bath and 2 reception rooms at £1,100pcm

Sycamore Road Smethwick – 3 bed mid terrace with 1 bath and 1 reception room at £1,050pcm

Gilbert Road Smethwick – 2 bed mid terrace with 1 bath and 2 reception rooms at £995pcm

Linden Road Smethwick – 2 bed mid terrace with 1 bath and 2 reception rooms at £945pcm

Inspection

21. The Tribunal carried out an inspection and noted several areas of disrepair and damp/ mould and discolouration to the walls in several rooms. The gas fire in the middle living room was not working and wall paper was peeling off the walls in the kitchen with many areas of black spot mould evidenced. The Tribunal noted that several of the kitchen units were non matching and the wall socket above the cooker was not working and the extraction unit in the bathroom was also not working. The Tribunal also noted the floor around the sink had dropped and there were a number of wall cracks throughout. It also appeared that there was some water penetration around the chimney breast in the middle living room.

Determination and Valuation

22. The Tribunal considered the comparable evidence submitted by the Landlord and had regard to its own expert, general knowledge of rental values in the area.
23. The Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,000pcm.
24. 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 other properties that are offered to let in the market.
25. However, the Tribunal found the Property to be in disrepair and in poor condition which would require an adjustment to the rent. To reflect this the Tribunal made an adjustment of £250 per month to arrive at £750pcm
26. The Tribunals full valuation is shown below:

Starting Rent £1,000.00pcm

Less Adjustments for condition and disrepair £250.00

Market rent **£750.00 pcm**

Undue hardship

12. 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.
13. No application was made by the Tenant in this respect.
14. As a result of our decision the rent will increase by £50 per month. The date specified in the landlord's notice was 1 August 2025 and accordingly sets the starting date for the new rent as at this date.

Decision

15. Therefore, the Tribunal determines the market rent at £750 per calendar month with effect from 1 August 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.