

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CS/MNR/2026/0052
Property	Flat 16 Principal Court, Firs Lane, Smethwick, West Midlands, B67 6EL
Tenant	Dahlak Habtu Asfaha
Tenant's Representative	N/A
Landlord	HARRISONS HOMES UK LIMITED
Landlord's Address	c/o Properties Plus (UK) Limited, 411 Bearwood Road, Smethwick, B67 6EL
Landlord's Representative	Properties Plus (UK) Limited
Date of Application	18 th February 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Hefin Lewis FRICS – Valuer Chair Sarah Allen – Tribunal Member
Date of Decision	27 th May 2026
Rent Determined	£825.00 per calendar month
Date the new rent takes effect	25 th March 2026

REASONS FOR THE DECISION

Background

1. On 12th January 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £825 per calendar month (pcm) in place of the existing rent of £795 pcm to take effect from 25th February 2026.
2. On 18th February 2026 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 25th February 2025 for a term of 12 months. The rental period is monthly. This is disputed by the tenant.

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 curtain and white goods specified below) and the costs relating to the same.

5. £0

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. The existing rent is said to be inclusive of water charges.

Inspection/Hearing

8. The Landlord did not request an inspection. However, the tenant requested an inspection for the reasons stated below.

'I feel that an in person inspection will help you reach the decision because sometimes, it is difficult to capture damp or any other condition on the camera.'

9. The request was considered by the Tribunal legal officer. On balance, the request for an inspection was deemed unnecessary for proper consideration of the issues raised in this case for the reasons stated below.
10. Tribunal's overriding objective, set out in Rule 3 of The Tribunal Procedure (First-Tier Tribunal)(Property Chamber) Rules 2013, is to deal with cases fairly, justly and proportionately.
11. Rule 3(2)(a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal.
 - Eight photographs have been submitted with the application. They are of good quality and clearly show the affected areas with sufficient detail for the panel determining the case.
12. Rule 3(2)(e) avoiding delay, so far as compatible with proper consideration of the issues. As the photographs are of sufficient quality, an inspection presents an unnecessary delay in reaching a resolution for all parties.

The Property

13. For the reasons stated above, the property was not inspected.
14. The Property is a ground floor flat in a purpose built apartment block. It provides the following accommodation:

Ground Floor: Communal entrance to hall, sitting room, open plan kitchen, two bedrooms, bathroom with w/c.

The Property is situated in an established residential area within reasonable distance of general amenities and transport links.

Evidence

15. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

16. The Tenant made the following comments:

'With the current state of the property and the costs that I incurred to replace the carpet, I feel that the rent should not increase. Generally, the market value

for some properties on the area may be above my current rent but standard of those properties are better.'

17. In terms of rental evidence, the Tenant has not provided any evidence.

The Landlord

18. The Landlord, through their agent, disputed the assertion made as to when the tenancy commenced as follows:

'The tenancy agreement provided is correct, however the tenant states her agreement commenced on the 25th of September 2019 this is incorrect, she has only ever had 1 tenancy agreement which was dated 25th February 2025.'

19. In terms of evidence, the following was submitted by the Landlord's agent by way of justification:

- a. A schedule of 5 properties considered to be comparable.

St Pauls Road, Smethwick B66 1EG	2 bed flat	£900 pcm
South Road, Smethwick B67 7BZ	2 bed flat	£950 pcm (reduced)
Kingston Court, Smethwick. B29 4NZ	2 bed flat	£950 pcm (reduced)
Bearwood Road, Smethwick B66 4NA	2 bed flat	£950 pcm
Kinsey Road, Smethwick	2 bed flat	£1075 pcm

- b. Additional commentary stating: *'We manage over 14 properties on this same site and more than 7 of them are 2 bedrooms flats which the tenants pay between £825 and £900 pcm,'*

Determination and Valuation

20. Dealing first with the disputed tenancy. The tenant maintains that she has been in occupation since 25th September 2019. However, the only tenancy attached to her application is dated 25th February 2025. The Landlord, through its agent, maintain that the tenant has only ever had 1 tenancy agreement which was dated 25th February 2025. They do not state however, that the tenant was not in occupation before the current tenancy. It is possible that the tenant had

previously occupied under a different managing agent. Notwithstanding, the correct date of commencement is not directly relevant to determining this application.

21. The tenant refers to a replacement carpet. No evidence is submitted of purchase. Further, there is no evidence of a request to the Landlord for its replacement. By reference to the photographs submitted of each room, all flooring appears to be of a 'laminated type' and therefore it is difficult to identify where a replacement carpet may have been placed or indeed required. On balance therefore, any cost associated with a replacement carpet is dismissed.
22. The photographs depicting the condition of the flat are relevant and have been considered by the Tribunal.
23. In consideration of the comparable evidence submitted by the Landlord, the fifth listed comparable being Kinsey Road, Smethwick, appears out of alignment with the remaining comparables and has therefore been omitted. The remaining evidence indicates an average rent of £937 pcm. It is noted that these flats are in significantly better condition.
24. The Tribunal is also directed to 7 managed properties by the Landlords agent which have an average rent of £862 pcm. These are confirmed lettings, albeit lacking in any further detail.
25. Using 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 £875 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.
26. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) General condition of the property
 - b) Damaged kitchen units
 - c) Damp and Mould
 - d) Replacement Carpet
 - e) Water Rates

The full valuation is shown below:

Starting Rent	<u>£875</u> pcm
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Less

a)	Items given under a) above	£10.00	
b)	Items given under b) above	£30.00	
c)	Items given under c) above	£15.00	
d)	Items given under (d) above	£0.00	
e)	Items given under (e) above - plus	£5.00	<u>£50.00</u>

Market rent £825 pcm

Undue hardship

27. 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.
28. The Tenant has asked the Tribunal to fix a later starting date in this case on the basis: *'My Universal Credit pays £750.00 towards my rent and I have to make up the shortfall of £45.00 per month. If the rent increases to £825.00 then I would have to make up the rent shortfall of £75.00 per month. This would cause financial hardship and deprive me and my child of the basic essentials.'*
29. The Landlord, via its agents, has replied in relation to its managed properties that *'these tenants are also in receipt of Housing benefit/Universal credit and they have not had any issues with the rent being increased'*
30. The tenant has indicated that the maximum Universal Credit is £750 and that the determined increase to £825 pcm will result in her contribution increasing to £75 a month. The Landlords reference to 'other' tenants paying an increased rent is not evidenced. Accordingly, for the reasons stated above, the Tribunal accepts 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 25th March 2026.

Decision

31. Therefore, the Tribunal determines the market rent at £825 per calendar month with effect from 25th March 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.