

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCN/MNR/2026/0084
Property	Flat 1 23-25 Lozells Street Birmingham B19 2AU
Tenant	Fiaz Hussain
Tenant's Representative	
Landlord	Midland Heart Limited
Landlord's Address	20 Bath Row Birmingham B15 1LZ
Landlord's Representative	
Date of Application	30 th March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr G S Freckelton FRICS (Chairman) Mrs K Bentley
Date of Decision	3 rd June 2026
Rent Determined	£170.00 per week
Date the new rent takes effect	3 rd June 2026

REASONS FOR THE DECISION

Background

1. On 23rd February 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £125.23 per week in place of the existing rent of £114.65 per week to take effect from 6th April 2026.
2. On 30th March 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 is understood to have commenced on 17th January 2022 for a term of 12 months. The rental period is weekly.

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 inspection or an oral hearing. The Tribunal considered this case on the basis of the papers provided by the parties and having regard to its own knowledge, expertise and online research.
9. The Property is a ground floor flat offering the following accommodation:

Living Room, kitchen, one bedroom, and bathroom. Gas central heating.

Evidence

10. The Tribunal has considered the written submissions provided by the Tenant and the Landlord.
11. The tenant submits:
 - a) That he painted the flat when he moved in, fitted a carpet and provided furniture.
 - b) Council Tax, electricity, gas and water charges are separate so the proposed rental is excessive.
12. The landlord submits:
 - a) That the rental proposed includes services of £25.47 per week which has increased from £19.45 per week.
 - b) That the Landlord is a Registered Social Landlord and the rent has been calculated accordingly.
 - c) The Landlord offers access to a Money Advice Team.

Determination and Valuation

13. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised in good order and including the services detailed in the schedule provided to the Tribunal and to the Tenant, would be in the order of £170.00 per week. However, as the Landlord is a Registered Social Landlord it is their decision as to the rental charged as long as it does not exceed this figure.

Decision

14. 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 £170.00 per week with effect from 6th April 2026.

Undue Hardship

15. 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.
16. The Tenant has asked the Tribunal to fix a later starting date in this case. He says he will otherwise be caused undue hardship because he also has child maintenance, car insurance, fuel and road tax together with daily expenses including food, gas, electric,

water and Council Tax. The tenant did not provide evidence of how he would experience hardship but submitted that at the end of the month he had no spare money left.

17. The Landlord did not respond to the Tenant's application for postponement due to hardship.
18. As a result of our decision the rent will increase considerably. The date specified in the landlord's notice was 6th April 2026. 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 3rd June 2026.

Chairman: G S Freckelton FRICS

Date: 3rd June 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.