

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCU/MNR/2025/0087
Property	66 Finery Road Wednesbury West Midlands WS107TF
Tenant	Emmanuel Murasiranwa
Tenant's Representative	
Landlord	Green Square Accord Limited
Landlord's Address	2nd Floor 10 Brindley Place Birmingham B1 2JB
Landlord's Representative	
Date of Application	30th 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	17th June 2026
Rent Determined	£1,000.00 per calendar month
Date the new rent takes effect	17th June 2026

REASONS FOR THE DECISION

Background

1. On 24th February 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £866.55 per month in place of the existing rent of £755.61 to take effect from 1st April 2026. There is a service charge of £4.06 included in the proposed rental.
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 commenced on 28th October 2011 for a term of one month. 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. The sum of £4.06 per month is included in the proposed rent for services.

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 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 comprises of a semi-detached house offering the following accommodation:

Ground floor: Living room, kitchen, W.C.

First Floor: Three bedrooms, bathroom.

Outside: There is driveway parking. Gardens.

The property is understood to have gas central heating and double glazing. The main rooms are carpeted with tiled floors to the kitchen, bathroom and W.C.

Evidence

10. The Tribunal has considered the written submissions provided by the tenant. No submissions were received from the landlord.
11. The tenant submits:
 - a) That the property is let at an 'intermediate rent'.
 - b) The proposed increase is approximately 15% over one year. Previous increases have been more modest.
 - c) The increase is excessive and not reflective of the open market rent for comparable properties.
 - d) There have been no significant improvements or upgrades in the 14 years he has occupied the property.
 - e) An increase of this amount risks undermining the sustainability of the tenancy at a time of other substantial rises in household costs.
 - f) The service charge includes grounds maintenance, waste collection facilities, communal repairs and management/administration charges
12. The tenant also submitted an email from the landlord dated 28th May 2026 confirming that the tenancy was being reclassified as Social Housing.
13. The tenant submitted no comparable evidence.
14. The Tribunal has considered the written submissions provided by the tenant.

Determination and Valuation

15. 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 £1,000.00 pcm. This is the rent we would expect the property to let for in the open market.

Decision

16. 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 £1,000.00 per month with effect from 1st April 2026. The Tribunal appreciates that the tenancy is a 'Social Housing Tenancy' and the landlord will therefore wish to charge a reduced rental. However, the maximum rental (including services) cannot exceed £1,000.00 per month.

Undue Hardship

17. 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.
18. 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 a 15% increase would place significant pressure on his household budget.
19. The Landlord did not respond to the Tenant's application for postponement due to hardship.
20. As a result of our decision the rent will increase considerably. The date specified in the landlord's notice was 1st 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 17th June 2026.

Chairman: G S Freckelton FRICS

Date: 17th 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.