

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCR/MNR/2026/0073
Property	47 Purlin Wharfe Netherton Dudley DY2 9PQ
Tenant	Vicki Parkes
Tenant's Representative	
Landlord	Green Square Accord Housing Association
Landlord's Address	2nd Floor 10 Brindley Place Birmingham B1 2JB
Landlord's Representative	
Date of Application	29th 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	£823.43 per calendar month
Date the new rent takes effect	1st April 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 £863.17 per month in place of the existing rent of £756.70 to take effect from 1st April 2026. This includes a service charge of £163.43 per month. The majority of this was external managing agent/management and administration charges.
2. On 29th 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 22nd August 2007 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. There is a service charge of £163.43 per month included in the rent proposed by the landlord.

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 submissions of the parties the Property is understood to be a first floor flat in a modern 3 storey block offering the following accommodation:

Living room, kitchen, bedroom 1 with ensuite, bedroom 2, family bathroom.

The Property benefits from double glazing. There is understood to be fitted space heating.

Evidence

10. The Tribunal has considered the written submissions provided by the Tenant. No submissions were made by the landlord.
11. The tenant submits:
- a) That the increase is significant in comparison to previous rental increases.
 - b) From February 2009, a discount of 20% has been applied for low paid workers.
 - c) Service charges were paid to cover communal cleaning and gardening.
12. The Tribunal was sent a copy of the service charge schedule totalling £163.43 per month.
13. The tenant was concerned that the 20% discount for low paid workers had been applied. The Tribunal has assumed that the 20% discount still applies and has assessed the rental accordingly.

Determination and Valuation

14. Relying on its own expert, general knowledge of rental values in the area the Tribunal considers that the market rental of the property would be in the order of £825.00 per month excluding the fixed service charge. The discount of 20% results in an occupational rent of £660.00 per month.
15. To this figure the sum of £163.43 in respect of the service charge needs to be added. This results in a rental of £823.43.

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 on the terms of the agreement was £823.43 per month with effect from 1st April 2026.

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 not asked the Tribunal to fix a later starting date in this case.

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.