

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/41UB/MNR/2026/0089
Property	Flat 13A Carder Place Beechcroft Court Cannock Staffordshire WS11 1JA
Tenant	Lee Cooper-Baddeley
Tenant's Representative	
Landlord	Ocasia Residential Limited
Landlord's Address	Linley House Dickinson Street Manchester M1 4LF
Landlord's Representative	
Date of Application	31st 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) Mr D Douglas
Date of Decision	7th July 2026
Rent Determined	£540.00 per calendar month
Date the new rent takes effect	7th July 2026

REASONS FOR THE DECISION

Background

1. On 22nd February 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £564.00 per month in place of the existing rent of £504.00 to take effect from 1st April 2026.
2. On 31st 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 14th May 2021 for a term of six months. 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. Table, bed, bedside table and wardrobe.

Liability for Council Tax

6. The landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is inclusive of Council Tax. The rent also included water charges.

Any other terms of the tenancy taken into consideration in determining the rent.

7. None.

Inspection/Hearing

8. The tenant requested an inspection. This was declined by the Tribunal. Neither party requested a hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property is a first-floor flat forming part of a converted house offering the following accommodation:

Bedroom with en-suite. Shared kitchen. The flat has double glazing and an electric heater.

Outside: Car parking for which a separate charge is made.

9. The Tribunal has considered the written submissions provided by the Tenant and the Landlord.

Evidence

10. The tenant submits:
 - a) That the increase proposed is too high. There was an increase of 12% in July 2024.
 - b) Upon moving in there was no internet for six months. When it was provided it is only half the speed promised.
 - c) The landlord/maintenance App has closed down.
 - d) A shower repair was completed by the tenant. There are holes in the shower tray caused by the maintenance team.
 - e) There had been problems with the car parking resulting in fines being levied which had never been reimbursed.
 - f) He is unsure what services he is being charged for.
 - g) The electric heater is broken.
 - h) The shared cooker has a cracked surface and there is a missing glass window.
11. The landlord submits:
 - a) That the tenant has been served with two section 13 Notices in September 2024 and April 2026.
 - b) All maintenance issues have been resolved.
 - c) That flats in Carder Place and Tawny Place (which adjoined each other) had, during 2026 been let at rents between £600.00 - £625.00 per month. They are all HMO rooms with private bathrooms.
12. In response to the landlord's submissions the tenant further submitted:
 - a) Maintenance issues are not resolved. The heater was repaired in April 2026.
 - b) The internet speed issue is still not resolved.
 - c) The oven surface is damaged and the oven door has a glass panel missing.
 - d) He did not believe the demand for these rooms was so high as 12B was unoccupied from May 2021 – early 2025.

Determination and Valuation

13. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the landlord and tenant, the Tribunal considers that the market rental of the subject property in good order would be in the order of £580.00

per month including services. This is the rent we would expect the property to let for in the open market.

14. From this level of rent we have made adjustments in relation to:

- a) Damage to cooker/oven.
- b) Internet speed has not been addressed.

15. The full valuation is shown below:

Market Rent	£580.00
-------------	---------

Less

a) Items given under a) above	£25.00	
b) <u>Items given under b) above</u>	<u>£15.00</u>	
Total		<u>£40.00</u>
		£540.00

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 £540.00 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 asked the Tribunal to fix a later starting date in this case. He says he will otherwise be caused undue hardship because he has to pay for car finance to get to work.

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 by £36.00 a month. 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 7th July 20126, being the date of the Tribunal's determination.

Chairman: G S Freckelton FRICS

Date: 7th July 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.