



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	:	BIR/00CN/MNR/2025/0745
Property	:	36 Towyn Road, Birmingham, West Midlands, B13 9NA
Applicant	:	Mr Mark Evans
Respondent	:	Mr Adalat Khan - P & K Properties Limited
Type of Application	:	Appeal against a notice proposing a new rent under an Assured Periodic Tenancy under section 13(4) of the Housing Act 1988
Tribunal Members	:	Mr I.D. Humphries B.Sc.(Est.Man.) FRICS Judge P. Ellis
Date and Venue of Hearing	:	30 June 2026 at the First-tier Tribunal office, Centre City House, 5-7 Hill St., Birmingham
Date of Decision	:	16 July 2026

DECISION

- 1 The rent is determined at £138.00 (One Hundred and Thirty Eight Pounds) per week from 19 June 2025.

REASONS

Introduction

- 2 The tenant, Mr Evans, holds a weekly Assured Tenancy of 36 Towyn Road, Moseley, West Midlands, B13 9NA that commenced on 11 October 1993.
- 3 On 10 May 2025, the landlord served notice of increase under section 13(2) of The Housing Act 1988 proposing a new rent of £220.00 per week with effect from 19 June 2025. Neither the previous nor proposed rents included any Council Tax, water rates or fixed service charges.
- 4 The tenant applied for the rent to be determined by the First-tier Tribunal Property Chamber on 5 June 2025 and the Tribunal issued Directions on 31 October 2025.
- 5 Following receipt of Submissions, the Tribunal inspected the property on 30 June 2026 in the presence of the tenant, Mr Evans. The landlord, Mr Khan, attended at the property but was denied access by the tenant.
- 6 A hearing was convened on 30 June 2026 attended by both parties and having heard the evidence the Tribunal has reached its Decision.

The Law

- 7 Section 14 of The Housing Act 1988 states:
- '(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy -*
- (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;*
 - (b) which begins at the beginning of the new period specified in the notice;*
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates;...'*
- '(2) In making a determination under this section, there shall be disregarded -*
- (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;*
 - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-*
 - (i) was carried out otherwise than in pursuance of an obligation to the immediate landlord ...*
- 8 The jurisdiction of the Rent Assessment Committee was transferred to the First-tier Tribunal (Property Chamber) from 1 July 2013.

Facts Found

- 9 The property is a traditional inner terrace Victorian house on the east side of Moseley not far from the A34 Stratford Road between Sparkhill and Hall Green. It is in an area of densely developed terraced housing within walking distance of local shops, schools and facilities, about three miles to the south of Birmingham city centre.
- 11 The house is of brick and slate construction with a two storey rear wing housing a kitchen and third bedroom with single storey bathroom extension. There is a bay window to the ground floor front.
- 12 The accommodation comprises a hall, two reception rooms, a kitchen, lobby and bathroom on the ground floor with a landing, two bedrooms and third bedroom / box room in the wing accessed through the second bedroom on the upper floor. The property is set back from the pavement with a small enclosed yard to the rear. There is no provision for off road parking within the site but there is street parking generally available in the area.
- 13 There are radiators in the reception rooms, hall and second bedroom but no heating in the front bedroom or box room. The house has double glazing.
- 14 It is in basic condition and needs extensive renovation. For example:
 - a) the kitchen walls are unplastered, painted brick.
 - b) there used to be a suspended ceiling in the kitchen but the panels have fallen off leaving the supporting brackets around the walls and the original ceiling above. The ceiling plaster is cracked and poorly decorated, with visible electric cables.
 - c) The kitchen floor slopes down to the rear. The floor is of mixed tiles and at least one tile is missing.
 - d) There is no provision for cooking. There is a freestanding microwave and oven and a camping stove that are understood to be disconnected, but they belong to the Tenant and are disregarded from the valuation.
 - e) The only kitchen cupboard is a double unit under the sink. It has two ill fitting doors and the drawers are missing.
 - f) The kitchen window seals are sagging and need renewal.
 - g) A section of architrave is missing from the living room door frame.
 - h) The bathroom suite is old and needs refurbishment.
 - i) There is old, cracked plaster in the first floor bedrooms.
 - j) The whole house needs redecoration.
 - k) It was let unfurnished, with no carpets, curtains or white goods.
 - l) At the time of inspection, the ground floor lighting was not operational.

In summary, the house needs significant investment to bring it to current standards.

Submissions

- 15 The Tenant's Submission
Mr Evans considered the rent requested by the Landlord of £220.00 per week excessive and challenged its reasonableness. He said his benefit payments were capped and he would be unable to afford the increase.
- 16 Mr Evans was unable to provide any comparable evidence of rents in the area.
- 17 Mr Evans made a formal application for hardship.

18 The Landlord's Submission

Mr Khan made several points in a written reply to the tenant's application, by letter dated 13 September 2025 and at the Hearing which are summarised below:

1) Date of Application

Mr Khan said the notice of rent increase had been hand delivered to the Tribunal office on 5 June 2025 but the copy Application form had only been sent to him on 31 October 2025 which invalidated the application.

2) Identity of Landlord

Mr Khan said the application had stated the landlord's name as Adalat Khan, whereas in fact the house was owned by P & K Properties Ltd.

3) Lack of Signature

Mr Khan drew attention to the lack of the tenant's signature or a date on the application form to the Tribunal.

4) Access

Mr Khan said he had been denied access, both on the day of the Tribunal inspection and at other times, which prevented him carrying out repairs.

5) Facilities Provided

In the landlord's return to the Tribunal commenting on the description of the house submitted by Mr Evans, Mr Khan said the landlord provided carpets, curtains and white goods.

6) Tenant Status

Mr Khan said Mr Evans had no tenancy agreement and was a 'tolerated trespasser'. He had no status and with no tenancy agreement it was impossible to determine the rights and obligations of the parties and in particular, the responsibility for carrying out repairs.

7) Housing Benefit

Mr Khan asked for the rent to be increased to what he understood to be the housing benefit limit for the house of £189.00 per week.

Decision

19 The Tribunal considered the parties' submissions but before assessing the rental value, it is necessary to consider the administrative points raised by Mr Khan.

1) Date of Application

The Notice of Rent Increase, Form 4, had been date stamped received by the Tribunal office on 5 June 2025 which is undisputed. There is no date stamp, signature or date on the application form but it would have been unnecessary having been delivered to the Tribunal with the Notice. The Tribunal therefore treats it as a valid application.

2) Identity of Landlord

The Notice of Rent Increase indicated the landlord as 'Adalat Khan (Mr) P & K Properties'. The tenant was therefore entitled to indicate either party on the application form.

3) Lack of Signature

There is nothing in section 13 of the Housing Act 1988 requiring the tenant to sign an application form, it simply requires the tenant to 'refer' the notice in the prescribed form to the appropriate tribunal which he did, as acknowledged by the Tribunal in its Directions.

4) Access

It is unfortunate that relations between the landlord and tenant have broken down and the Tribunal is aware Mr Khan had been denied access during the inspection, but the Tribunal has no authority to require access to be provided and if the landlord requires access, he will need to take independent legal advice.

5) Facilities Provided

Although Mr Khan indicated that the landlord provided carpets, curtains and white goods, the Tribunal noted that the carpets and curtains were in poor condition and Mr Evans said he had provided them. Furthermore, there were no white goods at all; no fridge, freezer, washing machine or tumble dryer.

6) Tenant Status

At the Hearing, Mr Khan accepted that the Notice of Rent Increase had stated the tenant as 'Mr Mark Evans' and that Mr Evans was the party at the Hearing. However, he said Mr Evans had no tenancy and was a 'tolerated trespasser'.

The Tribunal explained to Mr Khan that there were two types of tenancy; the usual type where the terms of a tenancy are written down in a formal agreement referred to as 'express terms' but that it was also possible to grant an oral tenancy without a formal written agreement where the law imposed 'implied terms', such as in the present case. It was undisputed that Mr Evans had been in occupation since at least 2007 when Mr Khan's company bought the house, and since 1993 on Mr Evans' evidence. The lack of written tenancy agreement did not affect Mr Evans' status, he was an Assured Periodic tenant within the terms of the Housing Act 1988 at the date of Notice.

7) Housing Benefit

The Tribunal explained at the hearing that it has no jurisdiction in respect of housing benefit.

- 20 The Tribunal emphasised to the parties that its duty was to assess the rental value within the definition of section 14 of the Housing Act 1988 and its decision would set the maximum legally recoverable rent for the house.
- 21 In assessing the rent, the Tribunal considers the location, condition, accommodation and appearance of the property together with the parties' submissions and its own general knowledge of rents in the area before arriving at a decision.
- 22 The Tribunal found it to be fairly compact and the third bedroom less than ideal as it could only be accessed through the second bedroom. It was effectively a box room but may have been used as a bedroom in the past.
- 23 The condition was very poor. This was partly due to the Tenant's lack of decoration but Mr Evans had no written tenancy agreement and there was nothing requiring him to carry out repairs or decoration.
- 24 However, even disregarding decorations, the house was in poor condition with extensive work needed to bring it to present standards. There was no provision for cooking, no carpets, curtains or white goods which were all facilities expected by tenants in the market. There was no electrical supply to the ground floor lighting at the time of our inspection. In our view it would be virtually unlettable in the open market, 'virtually' because Mr Evans is in occupation and remains the Tenant. Even if he were the only potential tenant if the house were advertised to let, a 'market of one' would nevertheless be a market and the actual tenant's bid cannot be disregarded.

- 25 Had it been refurbished, the Tribunal would have found its market rental value to have been around £950 per calendar month but in present condition, lacking facilities, the Tribunal did not find any increase justified. Accordingly, the Tribunal found the rent under section 14 of the Housing Act 1988 to be £138.00 (One Hundred and Thirty Eight Pounds) per week with effect from 19 June 2025.
- 26 Mr Evans submitted that any rent increase would cause hardship but this was not relevant as the rent was not being increased.
- 27 In summary, the Tribunal determined the rent under section 14 of The Housing Act 1988 at £138.00 (One Hundred and Thirty Eight pounds) per week with effect from 19 June 2025.

I.D. Humphries B.Sc.(Est.Man.) FRICS
Chairman

Appeal

If either party is dissatisfied with this decision an application may be made to this Tribunal for permission to appeal to the Upper Tribunal, Property Chamber (Residential Property) on a point of law only. Any such application must be received within 28 days after the decision and accompanying reasons have been sent to the parties (Rule 52 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).