

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCW/MNR/2025/0604
Property	63 Carter Road Wolverhampton WV6 0PF
Tenant	Svetlana Laskova & Olegs Laskov
Tenant's Representative	
Landlord	Balbir Singh
Landlord's Address	c/o Suite 5, Infinity House Wolverhampton WV1 4BS
Landlord's Representative	Harvey Estates
Date of Application	25th January 2025
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 July 2026
Rent Determined	£825.00 per calendar month
Date the new rent takes effect	1st January 2026

REASONS FOR THE DECISION

Background

1. On 24th January 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £850.00 per month in place of the existing rent of £400.00 to take effect from 1st March 2025.
2. On 25th January 2025, 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 1st June 2022 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. 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 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. The property comprises of a terraced house offering the following accommodation:

Ground Floor: Two living rooms, kitchen.

First Floor: Three bedrooms, bathroom.

Outside: Garden.

The Property benefits from central heating and double glazing. Carpets, curtains and white goods are provided partly by the landlord and partly by the tenant.

Evidence

10. The tenants submit:
 - a) There is a leak in the hallway.
 - b) The kitchen roof leaks which has affected both the kitchen and the rear living room.
 - c) There is no 'gas ventilation' in the kitchen.
 - d) The window to bedroom one is inoperable.
 - e) The roof leaks above bedroom one, there are cracks to the wall, there is no lighting and water floods the ventilation hole.
 - f) In bedroom two the switch to the power socket is not working.
 - g) In bedroom three the radiator does not work; there is no sound insulation and the fire escape is under the floor.
 - h) In the bathroom there are leaking pipes, black mould, a rusty radiator and old bath tub.
 - i) Doors are rotten and no decoration has been carried out.
 - j) Cracks have not been addressed.
 - k) The gardens have not been attended to.
11. The tenant also submits that they have carried out repairs to the property.
 - a) Installed a new W.C.
 - b) Fitted interior doors.
 - c) Fitted carpets and decorated internally.
 - d) Repaired windows.
 - e) Insulate internal pipework.
 - f) Insulate the attic.
 - g) Fit electrical outlets and lamps.
 - h) Clean the roof.
 - i) The tenants submit photographs of the interior and exterior of the property.
12. The landlord submits:
 - a) Items of disrepair have not been notified to them.
 - b) Access has been largely prohibited by the tenants.
 - c) They have carried out roof repairs, gutter cleaning, and pest control.
 - d) Central heating upgrades and electrical wiring upgrades have not been completed due to access issues.
 - e) The landlord is not responsible for garden maintenance.

- f) The landlord was not aware of upgrades carried out by the tenant.
- g) The market rent of the property was in the region of £1,000.00 per month but the increase is only to £850.00 per month which is more than fair. However, in hindsight, they wish to increase the rent to £1,000.00 per month.
- h) The current LHA rate for the two tenants is £1,246.60 if they have two bedrooms each or £987.30 if they used only one bedroom. This is higher than the initial proposed rent.
- i) In addition, the tenants are also entitled to additional benefits which can contribute towards the rent.

13. The landlord submits the following comparable evidence including:

- a) Gorsebrook Road, Wolverhampton – a more modern two-bedroom town house with two bathrooms offered at £1,000.00 per month.
- b) Jameson Street, Wolverhampton – a three-bedroom house offered at £1,000.00 per month.
- c) Dunkley Street, Wolverhampton – a three-bedroom house offered at £995.00 per month.
- d) Haden Hill, Wolverhampton – a three-bedroom house offered at £995.00 per month.
- e) Compton Road, Wolverhampton – a three-bedroom house offered at £1,300.00 per month.

14. The Tribunal considered the written submissions provided by the parties.

Determination and Valuation

- 15. The Tribunal notes that the existing rent of £400.00 per month was fixed at the commencement of the tenancy in 2022.
- 16. 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 if it was in the same general condition as the comparable properties including having some white goods and some carpets and curtains provided by the landlord.

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

Condition of the property in relation to the comparables.	£100.00
<u>Improvements made by the Tenant as detailed in paragraph 11 above.</u>	<u>£75.00</u>
	£175.00

17. The full valuation is shown below:

Market Rent	£1,000.00
<u>Less</u>	
Items noted in paragraph 16	£175.00
Market Rent	£825.00

Decision

18. 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 £825.00 per month with effect from 1st March 2025.

Undue Hardship

19. 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.
20. The Tenants have asked the Tribunal to fix a later starting date in this case. They say that the present rent is paid by Housing Benefit but the increase causes concern. Both the tenants are registered as Disabled.
21. The Landlord did not respond to the Tenant's application for postponement due to hardship.
22. As a result of our decision the rent will increase by £425.00 per month. The date specified in the landlord's notice was 1st March 2025. 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 1st January 2026.

Chairman: G S Freckelton FRICS

Date: 17th 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.