	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	**BIR/00CN/MNR/2026/0023**
Property	**Flat 23 Wood Lane Handsworth Birmingham B20 2AJ**
Tenants	**James Avajah Maria Avajah Patience Onyekachi Avajah**
Tenant's Representative	
Landlord	**John Oyeniran**
Landlord's Address	**C/o 923 Walsall Road Great Barr Birmingham B42 1TN**
Landlord's Representative	**Midland Residential**
Date of Application	**11 December 2025**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**V Ward BSc Hons FRICS Judge David R Salter N Atherton MRICS Dip Rating**
Date of Decision	**30 June 2026**
Rent Determined	**£750.00 per calendar month**
Date the new rent takes effect	**28 March 2026**

REASONS FOR THE DECISION

Background

1. On 26 November 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £800.00 per calendar month (pcm) in place of the existing rent of £650.00 pcm to take effect from 28 December 2025.

2. On 11 December 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 in April 2017. 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 and the costs relating to the same.

5. None

Liability for Council Tax

6. The Tenants are 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. The Tenants requested a hearing which was held at the Tribunal Hearing Rooms, Centre City Tower, Hill Street Birmingham on 30 June 2026. The Tenants participated in the hearing although neither the Landlord nor their agents attended. An inspection of the Property was not carried out.

9. The Tribunal has therefore considered this case on the basis of the evidence adduced from an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

10. From the information provided by the parties and its own online research, the Property appears to comprise a ground floor flat in a three-storey block of similar properties probably constructed during the 1960s/70s.

    It offers the following accommodation:

    Kitchen, lounge, three bedrooms (1 large, 2 small) shower room, separate WC.

    Outside: Communal gardens.

    Parking: Despite comments to the contrary in the parties' submissions, the Property does not benefit from off-street car parking which is evident from on-line evidence.

    The Property benefits from wall mounted electric heaters and double glazing.

    The Property is situated in the Handsworth area of the city of Birmingham approximately 2 ½ miles to the north of the city centre and is adjacent to a Public House to one elevation and a block of garages to the other although the area immediately surrounding the Property is primarily residential.

Evidence

11. Both the Tenants and the Landlord returned the Tribunal's Reply forms.

The Tenants

12. As well as providing general information about the Property, the Tenants made the following comments both at the hearing and in their written evidence which included relevant photographs:

    a) The Tenants consider the general condition of the Property is poor.
    b) Of particular concern were the damp and mould problems they were experiencing. These problems were illustrated by photographic evidence.
    c) The photographs also showed cracking to various surfaces and surfaces that were unpainted following repairs.

    In 2024, the Tenants contacted the Local Authority – Birmingham City Council - about the general condition of the Property. A copy of the letter, the Local Authority subsequently wrote to the Landlord noting various deficiencies in the condition of the Property, principally, relating to mould and damp issues was provided to the Tribunal.

The Tenants stated that the Landlord carried out some repairs following the Local Authority's intervention. They acknowledged that whilst some of the mould and damp issues might be attributed to their lifestyle, nevertheless the inherent condition of the Property was the underlying cause of these problems. In this respect, they indicated that advice such as keeping windows open was of little practical value because of safety concerns arising from a burglary at the Property. In their opinion, the Property is not in a good tenantable condition.

The Landlord

13. The Landlord also provided general information about the Property. The Landlord provided details of the repairs carried out following the intervention of the Local Authority and made the following comments:

    a) High levels of moisture: A damp and condensation specialist noted that there was (sic) high levels of moisture in the air and advised that lifestyle factors may be contributing to this. They advised the tenants to allow adequate ventilation when doing anything that will result in excessive moisture.
    b) Raising (sic) damp treatment: the old water storage tank area in the bathroom and the hallway were treated by a specialist for rising damp. The hallway was treated for rising damp at the same time.
    c) Recurring damp issue in old water storage tank area in the bathroom: the raising (sic) damp treatment has a 30 year guarantee. They were asked to reinspect the damp in the bathroom. The issue has re-occurred more recently, they will be asked to inspect once again.
    d) Improved EPC rating: the EPC rating has improved from a D rating to a C rating. This usually reflects in increased rental value of a property.
    e) Mould growth on bathroom ceiling: A specialist company (Pass & Co) washed up the mould on the bathroom ceiling and repainted it

    A report by the damp and condensation specialist that accompanied the Landlord's evidence included the following comment:

    Considering the bathroom's configuration, installing an extractor fan or vent is impractical due to the presence of three internal walls. Additionally, the external wall does not offer any available space for the installation of either option.

14. The following comparables were provided by the Landlord (with extracts from tenancy agreements to support the same):

a) 33a, Robert Road, Handsworth, Birmingham, B20 3RS: the property is a 2-bed flat with 1 bathroom, 1 reception and off-street parking. The current fixed term contract commenced on 26th November 2025 at the rent of £850 per month.
b) 33b, Robert Road, Lozells, Birmingham, B20 3RS: The property is a 2-bed flat with 1 bathroom, 1 reception and off-street parking. The current fixed term contract commenced on 7th September 2025 at the rent of £850 per month.
c) 47B, Church Vale, Handsworth, Birmingham, B20 3SG: The property is a 2-bed flat on top of a garage with 1 bathroom, 1 reception and off-street parking. The current fixed term contract commenced on 22nd September 2025 at the rent of £795 per month

Determination and Valuation

15. Of the comparables provided by the Landlord, the Tribunal considers that Roberts Road is a better location than that of the subject Property and further benefits from off-street parking which despite the fewer bedrooms would mean that these properties would carry a premium over the subject Property.

16. The third cited comparable on Church Vale would appear to be a reasonable comparable although the Tribunal is not privy to the condition of this Property at the time of letting.

17. In the absence of supporting evidence, the Tribunal does not accept the Landlord's comment that a better EPC rating should result in a higher rental.

18. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord to the extent that they are material, the Tribunal considers that the market rental of the subject Property, modernised and in good order, would be in the order of £800.00 pcm. Consequently, this is the rent it would expect the subject Property to let for in the open market if it was in good order.

19. However, whilst it is noted that the Landlord has carried out repairs, as confirmed by the damp proofing specialist, the Tribunal considers that the Property has inherent damp issues which have continued despite the works. This directly affects the rental value and, in the Tribunal's opinion, should be recognised by a £50.00 pcm deduction.

20. The full valuation representing these findings is as follows:

Starting Rent		<u>£800.00</u>	pcm
<u>*Less*</u>			
a) Reduction due to damp issues	£50.00		
Market rent		**£750.00 pcm**	

Undue hardship

21. The relevant statutory provisions in the Housing Act 1988 provide that a 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 for the new rent up to the date the Tribunal makes its determination.

22. The Tenants have asked the Tribunal to fix a later starting date in this case and Mr Avajah cited the following reasons for this request:

    The proposed rent increase taking effect from the date specified would cause undue financial hardship to the household due to limited financial flexibility and current income circumstances. I am retired and therefore reliant on a fixed income, whilst Maria is currently the sole working member of the household. This limits the ability to absorb a sudden increase in housing costs without a period of financial adjustment.

    The household already operates within a constrained budget, with limited disposable income remaining after essential living expenses, particularly in the context of ongoing cost-of-living pressures. Immediate implementation of the increased rent would place significant strain on the household's financial stability.

    In addition, there will shortly be a change in household composition as Patience will be moving out following marriage. This transition will require a reassessment of household finances and further reduces the capacity to accommodate a sudden increase at the proposed start date.

    A later implementation date would provide reasonable time to adjust financial arrangements, plan accordingly, and minimise the risk of undue hardship.

    The Tenants provided financial information in support of this comment including statements from their bank.

23. The Landlord responded as follows:

a) *Market Parity and Historical Context*
The current rent has remained stagnant since the inception of the tenancy in April 2017. Over the past nine years, market rents in the locality have risen significantly. By resisting incremental adjustments, the tenants have benefited from a rent significantly below market value for nearly a decade. The proposed increase is not a "sudden" cost but a necessary alignment with the current economic reality and the operational costs of maintaining the property.

b) *Property Suitability and Under-Occupancy*
The subject property is a three-bedroom flat designed for up to four occupants. The tenants have confirmed that the household size is decreasing from three adults to two. While we respect the tenants' personal transitions, a three-bedroom property represents a premium housing choice. The claim of "constrained budget" must be weighed against the fact that the household is choosing to occupy a medium family-sized unit. Financial "flexibility" is often a result of housing choices; the landlord should not be required to provide a three-bedroom home at a sub-market rate to accommodate a two-person household's preference.

c) *Permanent vs. Transitory Hardship*
The tenant cites retirement and a fixed income as grounds for hardship. In the context of a rent assessment, hardship is generally interpreted by Tribunals as a temporary inability to meet costs due to an unforeseen change in circumstances. Retirement is a permanent status and a predictable life stage. Deferring the rent increase does not "solve" the hardship; it merely delays an inevitable market adjustment that the household's long-term financial planning must account for.

d) *Failure to Engage in Mediation*
The landlord has attempted to avoid Tribunal proceedings. During a meeting in November 2025, the tenant, Mr Avajah, indicated a total refusal to accept any increase, regardless of property improvements or market evidence. This indicates that the hardship claim may be a tactical delay rather than a request for a "period of financial adjustment," as they have already had several months since that meeting to prepare for the change.

24. The Tribunal does not consider that the fact that the rent has not been increased for several years is a factor in its consideration of undue hardship. It was open to the Landlord to serve a notice of increase in earlier years but, for whatever reason, he chose not to do so. One does not offset the other.

With regard to the suitability of the Property for the Tenants, the Tribunal again does not consider this relevant to the consideration of hardship. It is not easy for Tenants to find alternative accommodation in a time when there are few other properties are available and whilst this might be a long-term option for the Tenants it would not affect any back rent due in this scenario.

In terms of the comments regarding permanent and transitory hardship, the Tribunal agrees that the deferral of the rent increase will not be a panacea for the Tenants' issue with the increase rent but it will help in terms of dealing with a significant amount of back rent that will become due.

It is open for the Tenants to refer this matter to the Tribunal for a rent determination and they should not be penalised for the same.

25. At the rent determined, there will be back rent of approximately £600.00 pcm to pay and from the financial information provided by the Tenant (which the Landlord has seen) it is clear that they have limited funds to deal with the same. The Tribunal considers this would cause undue hardship. Accordingly, it sets the starting date for the new rent as 28 March 2026. It would not be fair to the Landlord to defer the increase date any further which has been due to the delay caused by the Tribunal hearing this case.

Decision

26. The Tribunal determines the market rent at £750.00 per calendar month with effect from 28 March 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.