



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

Case Reference : BIR/00CN/MNR/2025/0765

Property : 63 Barrows Road, Birmingham, B11 1PP

Applicant : Sheick Raazaq Hussan Cheick

Respondent : Jan Wali Khan (landlord)

Respondent's Agent : Ubique Legal Limited – Mr Hamza Gul
(lay representatives)

Type of Application : Market rent determination – section
13(4) of the Housing Act 1988

Tribunal Members : Tribunal Judge C Kelly
Mr N Atherton MRICS

Date of Decision : 29 June 2026

DECISION

This Application

1. This is an application by the tenant under section 13(4) of the Housing Act 1988 for determination of the market rent payable for the property at 63 Barrows Road, Birmingham, B11 1PP.
2. By a notice dated 10 June 2025, the landlord proposed an increase in rent from £700 to £1,200 per calendar month, to take effect on 10 August 2025. It is this increased rent that is essentially challenged.
3. The tenant referred the notice to the Tribunal on or about 5 August 2025.
4. The Tribunal inspected the property and heard from the parties at a hearing on 29 June 2026.

The Property and Tenancy

5. The tenant moved into the property in May 2019.
6. The property is a two-storey house with living accommodation including two reception rooms, two bedrooms, a kitchen, a bathroom and a garden.
7. The tenancy with which are concerned commenced on 10 May 2021 at a rent of £700 per month. It has continued thereafter as a periodic tenancy.
8. No improvement or repair works have been carried out by the tenant.

The Law

9. Under section 14 of the Housing Act 1988, the Tribunal is required to determine the rent at which the dwelling might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy on the same terms as the existing tenancy, other than as to rent.
10. The Tribunal must determine the market rent. It is not concerned with what is fair or affordable. In determining this, the Tribunal must disregard:
 - a. Any effect on the rent attributable to tenant's improvements; and
 - b. Any disrepair attributable to the tenant's failure to comply with his obligations.
11. The Tribunal must therefore assess the property in its actual condition at the valuation date, subject to those statutory disregards.

The disrepair

12. The property is in a state of disrepair. There are a number of issues, which include, by way of example:

- a. Damage to the ceiling in the downstairs front room;
- b. Damage to the ceiling in the central bedroom; and
- c. Mould in the kitchen and bathroom.

The Evidence

- 13. We heard evidence from the tenant, Mr Cheick, and from the landlord, Mr Khan.
- 14. The tenant contends that the property is in significant disrepair. He relies on evidence of damaged ceilings, damp and mould affecting multiple rooms, and associated adverse health effects, including asthma within the household.
- 15. The tenant asserts that these conditions have persisted over time and materially reduce the rental value of the property.
- 16. The landlord accepts that certain items of repair are required, including ceiling damage and damp issues, but asserts that he has made repeated attempts to carry out repairs which have been frustrated by the tenant's refusal or failure to permit access.
- 17. We have seen a large number of exchanges between the landlord and tenant and have heard evidence from them. There are emails and text messages, which the tenant eventually accepted receiving (having initially denied it), going back to April 2025 in which the landlord writes to the tenant seeking access to undertake repairs. Indeed, we had seen, on the tenant's mobile phone, various of the messages said to have been sent and which matched the landlord's version of events.
- 18. By way of example:
 - a. Landlord to tenant - 21 April 2025:

"Following the builder's visit on 18th April at 6:30pm, I would like to confirm the scope of the repair works as discussed:

- *Damaged ceiling in the downstairs front room (by the window)*
- *Damaged ceiling in the upstairs front bedroom (by the window)*
- *Repair of the kitchen door handle*
- *Mould issue in the ground floor back room (under the window)*
- *Mould issue in the upstairs central bedroom (above the window)*

Please let me know if I have missed anything.

To facilitate the ceiling repairs, both the downstairs front room and the upstairs front bedroom will need to be cleared in advance.

Kindly advise on your availability so we can arrange a suitable time for the builder to commence work.”

b. Landlord to tenant – 27 April 2025:

“... I am writing to follow up on my previous email sent on 20th April 2025 ...

As of today, I have not received a response confirming your availability for the builder to commence the works...”

19. Upon receipt of the messages about repair works, from the paper trail, it seems that the tenant either simply confirmed the rent had been paid, or he ignored the messages. To the extent there were calls between landlord and tenant, the tenant confirmed to us that the landlord had offered him an alternative place to be whilst the repair works were undertaken, but the tenant considered this an upheaval to avoid, and as such, the works were never carried out.
20. The landlord told us, and we accept, that he had offered, in the alternative, to undertake works bit by bit, at weekends, but that this was not accepted either.
21. The tenant confirmed to us that he had in fact intended to move out of the property for good, and that, this was an important reasons he did not accept the inconvenience of temporary relocation whilst the repair works were undertaken. For whatever reason, the tenant never did move out as planned.
22. Having heard from the parties, and having reviewed the various messages, we are satisfied that the landlord did all that he reasonably could to ensure that the repair works were carried out and that the tenant had unreasonably failed to cooperate to enable them to be undertaken.
23. Accordingly, we are content that the state of disrepair as it exists at the point of our inspection, and indeed, as at the date of the service of s.13 notice, should not be held against the landlord for rental valuation purposes. As an aside, we note that during submissions, the tenant noted that the landlord had been a very good landlord to him and that he had no problems with him.

The Rent

24. We are satisfied that we must determine the market rent without regard to the state of disrepair.
25. Relying on its own expert and general knowledge of rental values in the area and the comparables provided by the parties, the Tribunal has considered the market rent of the subject property, modernized and in good order.

26. We have considered the following properties:

- a. 89 Barrows Road. This was relied upon by the landlord and was said to be in the same road as the subject property. The rent sought on the Rightmove particulars was £1,302 pcm, but was also noted as having been “reduced on 03/03/2026”. This implies that the property was previously overpriced (and, indeed, remains so). We note, additionally, that 89 Barrows Road had three bedrooms, whereas the subject property had two bedrooms. We note that the third bedroom appears to be a conversion of the downstairs front room (we can see cars parked in the road outside of the window to that third bedroom).
 - b. 225 Walford Road was relied upon by the landlord at £1,250 pcm. This property has three bedrooms on the first floor, and two main reception rooms. This is not comparable to the subject property, which had only two bedrooms and two reception/living rooms.
 - c. Havelock Road, which was said to be 3 minutes from the subject property, and on the market at £1,275 pcm. We note, however, that according to Google Maps, this property is a 13 minute drive, or 1 hour 15 minute walk from the subject property.
27. Our own knowledge of market rentals suggests that the subject property could be obtained for around £950 pcm. There is a property marketed in Knowle Road, Sparkhill (a 25 minute walk, 6 minute drive from the subject property), at £950 pcm, which is broadly the same as the subject property, which itself was reduced to this price on 6 June 2026. The property is more akin to the subject property with two bedrooms, two reception rooms, and is within a six-minute drive, or 25 minute walk from it.

Determination

28. We take account of the comparables materials identified, our own inspection of the property and the submissions from the parties.
29. We determine the market rent of the subject property to be **£950 pcm**. This is, in our judgment, the rent that might reasonably be expected to be received for the property let on the open market upon the terms of the existing tenancy.

Effective Date and Hardship

30. The tenant did not make a hardship application on the papers but, at the conclusion of the hearing, following conclusion of submissions, then suggested he wished to do so. He had no material upon which to base that application. We declined to hear the application given it was raised following closing submissions.

31. Accordingly, the new rent shall take effect from 10 August 2025.

FTT Judge Kelly
28th July 2026