

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCN/MNR/2026/0110
Property	Flat 2 146 Middleton Hall Road Birmingham B30 1DN
Tenant	Gaynor Cosiee
Tenant's Representative	
Landlord	Daniel Kennedy
Landlord's Address	369 City Road Birmingham B16 0NB
Landlord's Representative	K M Lets
Date of Application	23rd April 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) Mrs K Bentley
Date of Decision	30th June 2026
Rent Determined	£545.00 per calendar month
Date the new rent takes effect	30th June 2026

REASONS FOR THE DECISION

Background

1. On 1st April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £750.00 per month in place of the existing rent of £480.00 to take effect from 29th May 2026.
2. On 23rd April 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 29th November 2019 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 inspection or 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.

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

Small hallway, open plan kitchen/lounge, one bedroom, and bathroom. Shared basement with washer/dryer.

Outside: Shared drive and rear garden.

There is an electric fire to the lounge. Water heating is by electric immersion heater.

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

Evidence

10. The tenant submits:
- a) That the property was originally furnished but she asked the previous landlord to change it to unfurnished. She then provided the furniture, replaced the carpet in the lounge and provided a new floor to the bathroom.
 - b) The washer/dryer was operated by a token costing £1.00.
 - c) She originally had a gas fire in the lounge but this broke and was replaced by an electric fire which cost £100.00 per month more to use.
 - d) An increase of £270.00 could not be justified. No work had been carried out to the property and there was damp to the flat.
 - e) Photographs were submitted showing the interior of the flat, communal hallway, access to the cellar, the exterior of the building and the garden.
11. The landlord submits:
- a) That the proposed increase is reasonable and proportionate and below the independently assessed market rental level.
 - b) The estimated rental value of the flat was £800.00 per month.
 - c) A copy report was attached showing the average asking rent for comparable one-bedroom units was £849.00 per month.
 - d) The gardens were maintained on a monthly basis.
12. In response to the landlord's submissions the tenant further submitted:
- a) The properties provided as comparables were not genuine comparables as:
 - i) They were not genuine HMO's.
 - ii) Most have been refurbished.
 - iii) Some are fully furnished.
 - iv) One of the comparables includes access to a gym.
 - b) The subject property does not have central heating. The hot water supply is intermittent.
 - c) The only meaningful comparison provided by the landlord is Flat 2C Middlemore Road currently advertised at £550.00 per month. This flat offers a better standard of accommodation being recently decorated, carpeted and has central heating. It also includes all white goods, a washing machine that is not shared and is not an HMO.

- d) Once renovated and upgraded the value could be £750.00 per month, but not in its present condition.

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 modernised and in good order would be in the order of £775.00 per month. This is the rent we would expect the property to let for in the open market with central heating, carpets, curtains and white goods provided by the landlord.
14. From this level of rent we have made adjustments in relation to:
- a) Condition – the photographs provided by the tenant confirm that the property is damp and that repairs/refurbishment is required.
 - b) Lack of exclusive white goods.
 - c) Lack of an adequate heating system.
 - d) Carpets fitted by the Tenant.
15. The full valuation is shown below:

Market Rent	£775.00
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Less

a) Items given under a) above	£85.00	
b) Items given under b) above	£20.00	
c) Items given under c) above	£80.00	
d) <u>Items given under d) above</u>	<u>£45.00</u>	
Total		<u>£230.00</u>
		£545.00

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 £545.00 per month with effect from 29th May 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. She says she will otherwise be caused undue hardship because her pay rise does not cover the increase proposed and the additional cost of running the electric heater to the lounge.
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 £65.00 a month. The date specified in the landlord's notice was 29th May 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 30th June 2026.

Chairman: G S Freckelton FRICS

Date: 30th June 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.