

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCN/MNR/2026/0111
Property	Flat 5 146 Middleton Hall Road Birmingham B30 1DN
Tenant	Andrew Preece
Tenant's Representative	
Landlord	Daniel Kennedy
Landlord's Address	369 City Road Birmingham B16 0NB
Landlord's Representative	K M Lets
Date of Application	25th 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	£615.00 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 £450.00 to take effect from 1st May 2026.
2. On 25th 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. The application was received by the Tribunal on 27th April 2026.
3. The assured tenancy commenced on 1st December 2014 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 first-floor flat forming part of a converted house offering the following accommodation:

Small hallway, lounge, kitchen, one bedroom, and bathroom. Shared basement with washer/dryer. There are gas fires/space heaters to the lounge and bedroom.

Outside: Shared drive and rear garden.

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

Evidence

10. The tenant submits:
- a) That as a flat in an HMO which has not had any work done to it during the period of the tenancy it is not comparable to other flats on the market.
 - b) The washer/dryer was operated by a token costing £1.00. It was often in use by other tenants so access to use it was difficult.
 - c) Cleaning/maintenance of common parts is not undertaken.
 - d) Water charges are included in the rent.
 - e) A 67% increase in rent cannot be justified.
 - f) There was originally some furniture in the property but this has been removed and replaced by the tenant with the previous landlord's approval.
 - g) Photographs were submitted showing the interior of the flat, communal hallway, access to the cellar, the exterior of the building and the garden.
 - h) That the rent should be £480.00 per month.
11. The tenant submits that the Notice of Increase is not valid but gives no reason as to why he believes this except to make submissions regarding the amount of the proposed increase and condition of the property. These are dealt with in (10) above. The Tribunal therefore finds that the Notice of Increase is valid.
12. The landlord submits:
- a) That the proposed increase is reasonable and proportionate compared with similar rooms and properties in the area.
 - b) The estimated rental value of the flat was £785.00 per month.
 - c) A copy report was attached showing the average asking rent for comparable one-bedroom units was £850.00 per month.
 - d) The current rent was below current market levels.
 - e) The gardens were maintained on a monthly basis.
13. In response to the landlord's comparables the tenant submits that:
- a) The comparable data used by the landlord is based on flats which are not comparable to the subject property. The comparables show a higher standard of fixtures and fittings, some were fully furnished, some had full central heating, were more energy efficient and one had access to a gym.

- b) He had done a comparable evaluation on 'OpenRent' and 'On The Market' websites and they suggested a rental of £640.00 and £619.00 per month respectively. Comparables of one-bedroom flats included:
- 1) Middleton Hall – fully modernised offered at £900.00 per month.
 - 2) Pershore Road, Cotteridge – fully modernised offered at £695.00 per month.
 - 3) Pershore Road, Kings Norton – fully modernised offered at £1,100.00 per month.
 - 4) The Franklin, Bournville, Birmingham – a modern new build flat offered at £1,050.00 per month.
- c) Flat 3 was currently being modernised and it appeared that new insulation was being fitted, indicating that work was required to bring them up to market rent level.

Determination and Valuation

14. 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 £800.00 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.
15. 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.

16. The full valuation is shown below:

Market Rent	£800.00
<u>Less</u>	
a) Items given under a) above	£85.00
b) Items given under b) above	£20.00
c) <u>Items given under c) above</u>	<u>£80.00</u>
Total	<u>£185.00</u>
	£615.00

Decision

17. 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 £615.00 per month with effect from 1st May 2026.

Undue Hardship

18. 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.
19. The Tenant has asked the Tribunal to fix a later starting date in this case. He says that the proposed increase is 67% with only one month's notice and wages have not increased by such large amounts.
20. The Landlord did not respond to the Tenant's application for postponement due to hardship.
21. As a result of our decision the rent will increase by £165.00 a month. The date specified in the landlord's notice was 1st 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.