

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOCN/MNR/2026/0137
Property	Flat 7 146 Middleton Hall Road Birmingham B30 1DN
Tenant	Laura-Iona losifescu
Tenant's Representative	
Landlord	Daniel Kennedy
Landlord's Address	369 City Road Birmingham B16 0NB
Landlord's Representative	K M Lets
Date of Application	20th May 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	24th May 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 £595.00 to take effect from 24th May 2026. The validity of the Notice is disputed by the tenant as she states that her name has been incorrectly spelt.
2. On 20th May 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 24th May 2024 for a term of twelve 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 second-floor flat forming part of a converted house offering the following accommodation:

Hallway, living room, kitchen, one bedroom and bathroom. Shared basement with washer/dryer.

The tenant states that the property has electric and gas heating, double glazing, wood flooring in the kitchen and tiles in the bathroom. The remaining areas are carpeted.

Outside: Parking space and garden.

9. The Tribunal has considered the written submissions provided by the tenant and the landlord.

Preliminary Issue

10. In her initial submission the tenant submits that she considers the landlord's Notice of Increase to be invalid as her name has been misspelt.
11. On her application form the tenant states that her name is 'Ioana losifescu'. On the tenancy agreement her name is stated as being 'Laura-Ioana losifescu'. On the landlords' Notice of increase it is stated as being 'Laura Losifescu'.
12. It is clear to the Tribunal that the spelling of the name on the landlord's Notice of Increase is sufficiently clear to identify the tenant as being the recipient of the Notice. The Tribunal therefore determines that the Notice of Increase is valid.

Evidence

13. The tenant submits:
 - a) There are ongoing maintenance issues which have not been addressed.
 - b) There is a crack to the ceiling and water leaks in during rainfall.
 - c) The sink is leaking and the extractor fan is barely working.
 - d) There is black mould in the basement and some mould inside the flat.
 - e) That he proposed the rent should be £600.00 per month.
 - f) The tenant submitted photographs of a crack and of the extractor fan.
14. The landlord submits:
 - a) That the estimated rental value of the flat was £771.00 per month.
 - b) Based on comparables he has proposed a reduced rental of £750.00 per month.
 - c) A copy report was attached showing the average asking rent for comparable one-bedroom units was £850.00 per month. This placed the proposed increase well below prevailing asking rentals.
 - d) The current rent was below current market levels and no longer reflected the local market.

Determination and Valuation

15. 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 £750.00 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.
16. From this level of rent we have made adjustments in relation to:
- a) Condition – the tenant submits that there is a leak into the flat when it rains and the extractor is not working properly. There is also some mould within the flat (as well as in the basement area). It is evident to the Tribunal that some ongoing repairs/upgrading is required.
 - b) Lack of exclusive white goods.
 - c) The heating system is part gas and part electric. This is not as efficient as a central heating system.

17. The full valuation is shown below:

Market Rent	£750.00
<u>Less</u>	
a) Items given under a) above	£65.00
b) Items given under b) above	£20.00
c) <u>Items given under c) above</u>	<u>£50.00</u>
Total	<u>£135.00</u>
	£615.00

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 £615.00 per month with effect from 24th May 2026.

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 tenant has asked the Tribunal to fix a later starting date in this case. She submits that the financial pressure of a higher rent would cause stress and the increase as proposed would leave her with little money for food, transport, bills and other essential items. The unresolved maintenance issues have reflected her quality of life.

21. The Tribunal has determined that it will not set a later starting date in this case. The reasons for this are that it has determined a lower rental than that proposed by the landlord and the repairs required have already been taken into account in the determination of the rent. The Tribunal also notes that the tenant has not provided any details of her income to support her submission that the increase in rent would leave her with little money for food, transport, bills or essentials.
22. The Tribunal therefore confirms that the rent of £615.00 per month will be with effect from 24th May 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.