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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>                   |
| <b>Case Reference</b>                                                             | <b>BIR/OOCN/MNR/2026/0134</b>                                                                  |
| <b>Property</b>                                                                   | <b>The Coach House<br/>146 Middleton Hall Road<br/>Kings Norton<br/>Birmingham<br/>B30 1DN</b> |
| <b>Tenant</b>                                                                     | <b>Paul Markham</b>                                                                            |
| <b>Tenant's Representative</b>                                                    |                                                                                                |
| <b>Landlord</b>                                                                   | <b>Daniel Kennedy</b>                                                                          |
| <b>Landlord's Address</b>                                                         | <b>369 City Road<br/>Birmingham<br/>B16 0NB</b>                                                |
| <b>Landlord's Representative</b>                                                  | <b>K M Lets</b>                                                                                |
| <b>Date of Application</b>                                                        | <b>23<sup>rd</sup> April 2026</b>                                                              |
| <b>Type of Application</b>                                                        | <b>Determination of a Market Rent<br/>sections 13 &amp; 14 of the Housing Act 1988</b>         |
| <b>Tribunal Members</b>                                                           | <b>Mr G S Freckelton FRICS (Chairman)<br/>Mrs K Bentley</b>                                    |
| <b>Date of Decision</b>                                                           | <b>30<sup>th</sup> June 2026</b>                                                               |
| <b>Rent Determined</b>                                                            | <b>£850.00 per calendar month</b>                                                              |
| <b>Date the new rent takes effect</b>                                             | <b>16<sup>th</sup> May 2026</b>                                                                |

## **REASONS FOR THE DECISION**

### **Background**

1. On 1<sup>st</sup> April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £950.00 per month in place of the existing rent of £800.00 to take effect from 16<sup>th</sup> May 2026.
2. On 23<sup>rd</sup> 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 15<sup>th</sup> April 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.
9. The Property is described as the Coach House and as far as the Tribunal can determine from the papers provided the accommodation is arranged over two floors. Based on the photographs provided, the property appears to be detached.

10. The property is understood to provide the following accommodation:

Ground Floor: Two reception Rooms, kitchen and bathroom.

First Floor: Two bedrooms with limited headroom to parts.

There is understood to be gas fired central heating.

Outside: Shared drive and rear garden with the 8 flats.

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

### **Evidence**

12. The tenant submits:
- a) None of the maintenance required has been undertaken since the present landlord purchased the property including garden maintenance.
  - b) Two windows do not close securely.
  - c) There is a leak in or above the boiler.
  - d) There is no cold water to the bath/shower.
  - e) The staircase is steep and bedroom 2 is small. The property cannot be compared to a detached house.
  - f) That the rental should be £800.00 per month.
  - g) Photographs were submitted showing the interior of the house, the exterior of the building and the garden.
13. The landlord submits:
- a) That comparables in the area show rentals of £950.00 - £1,150.00 for a two-bedroom terraced house.
  - b) That on reflection he considers a rental of £850.00 would be achieved on the open market.

### **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 £875.00 per month.

15. From this level of rent we have made adjustments in relation to:
- a) Condition – two windows do not close securely; there is a leak around the boiler and a lack of cold water to the bath/shower.
16. The full valuation is shown below:

|                                 |               |
|---------------------------------|---------------|
| Market Rent                     | £875.00       |
| Less Items given under a) above | <u>£25.00</u> |
|                                 | £850.00       |

### **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 £850.00 per month with effect from 16<sup>th</sup> 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 states that there is no additional disposable income available at the end of the month so if the rent increases by 20% there will be less money to spend on household essentials.
20. As a result of the landlord's amended proposal and our decision the rent will not increase by the amount originally proposed. Accordingly, the Tribunal determine that the rent will increase from 16<sup>th</sup> May 2026, being the date on the landlord's Notice of Increase.

**Chairman: G S Freckelton FRICS**

**Date: 30<sup>th</sup> 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.