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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>           |
| <b>Case Reference</b>                                                             | <b>BIR/00CU/MNR/2026/0056</b>                                                          |
| <b>Property</b>                                                                   | <b>16 Hadley Way<br/>Walsall<br/>WS2 7LL</b>                                           |
| <b>Tenant</b>                                                                     | <b>Ayodeji Oyetayo</b>                                                                 |
| <b>Tenant's Representative</b>                                                    |                                                                                        |
| <b>Landlord</b>                                                                   | <b>Paul Betts</b>                                                                      |
| <b>Landlord's Address</b>                                                         | <b>8 Wilford Close<br/>Walsall<br/>WS4 1QP</b>                                         |
| <b>Landlord's Representative</b>                                                  | <b>Webbs Estate Agents</b>                                                             |
| <b>Date of Application</b>                                                        | <b>4 March 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/>Mr R Price</b>                               |
| <b>Date of Decision</b>                                                           | <b>6 August 2026</b>                                                                   |
| <b>Rent Determined</b>                                                            | <b>£1,100.00 per calendar month</b>                                                    |
| <b>Date the new rent takes effect</b>                                             | <b>14 June 2026</b>                                                                    |

## **REASONS FOR THE DECISION**

### **Background**

1. On 16 January 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200.00 per month in place of the existing rent of £995.00 to take effect from 14 March 2026.
2. On 4 March 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 14 December 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 an 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**

9. The Property is a semi-detached house offering the following accommodation:

Ground Floor: Hall, living room, dining area, kitchen utility room.

First Floor: Landing, three bedrooms, bathroom.

Outside: Garden (paved over). Garage (but not available for use by tenant).

Based on the information and photographs provided the Tribunal understands that the property benefits from gas fired heating and double glazing.

## **Evidence**

10. The Tribunal has considered the written submissions provided by the tenant and the landlord.
11. The tenant submits:
- a) The property is in a standard condition.
  - b) Most three-bedroom properties in the area are advertised between £950.00-£1,100.00 per month.
  - c) The condition of the property means that it should be in the region of £995.00-£1,100.00 per month.
  - d) Photographs were submitted showing the interior of the property.
12. The tenant submits details of semi-detached houses of varying ages at asking rentals between £900.00 - £1,100.00 per month.
13. The landlord submitted details of eight comparable properties, all but two being three-bedroom semi-detached houses in Walsall. The other two are mid-terraced and end-terraced respectively. They are advertised at asking rentals from £1,200.00 to £1,400.00 per month.
- a) A comparable on Beatrice Street, Walsall, is a semi-detached house offered at £1,400.00 per month and is described as being fully refurbished having three double bedrooms and guest W.C.
  - b) A comparable on Addenbrooke Street, Walsall, is a semi-detached house offered at £1,300.00 per month and is described as being fully refurbished, having a new bathroom and a conservatory.
  - c) A comparable on Redpine Crest, Willenhall, is a semi-detached house offered at £1,200.00 per month and is described as having a rear sitting room extension and a detached double garage.

d) The comparables at Leamore Lane, Bloxwich, Walsall and Tennyson Road, Willenhall, are both three-bedroom semi-detached houses offered at £1,200.00 per month and are described as having been re-carpeted to all or part.

14. In response to the landlord's submission the tenant submitted:

a) He had no access to the garage.

b) He had proposed a reasonable increase rather than the 20% proposed by the landlord.

15. The tenant submitted details of fourteen semi-detached houses of varying age all having three bedrooms at asking rentals of £900.00 - £1,150.00 per month. The comparables also included one mid-terraced and one end-terraced houses which the Tribunal has disregarded as they are not directly comparable to the subject property which is semi-detached.

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

### **Determination and Valuation**

17. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the tenant and the landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,200.00 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.

18. From this we have made an allowance of £75.00 per month to reflect the condition of this property in relation to the relevant comparables which had been re-carpeted or benefitted from an extension, a conservatory or double garage. We have also made a further allowance of £25.00 per month to reflect the fact that the tenant does not have use of the garage.

19. The full valuation is;

|                  |                |
|------------------|----------------|
| Full Market Rent | £1,200.00      |
| Less:            |                |
| Condition        | £75.00         |
| Lack of garage   | <u>£25.00</u>  |
|                  | <u>£100.00</u> |
| Market Rent      | £1,100.00      |

## **Decision**

20. 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 £1,100.00 per month with effect from 14 March 2026.

## **Undue Hardship**

21. 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.
22. The Tenant has asked the Tribunal to fix a later starting date in this case. He says the proposed increase of 20.6% represents a significant rise and would place a strain on his household.
23. The Landlord did not respond to the Tenant's application for postponement due to hardship.
24. As a result of our decision the rent will not increase by the approximately 20.6% proposed by the landlord but will increase by £105.00 per month. The date specified in the landlord's notice was 14 March 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 14 June 2026.

**Chairman: G S Freckelton FRICS**

**Date: 6 August 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.