	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00CR/MRA/2026/0018**
Property	**1 Madison Avenue, Brierley Hill, Dudley, West Midlands, DY5 1TZ**
Tenant	**Kayode Kareem Adekitan**
Tenant's Representative	**None**
Landlord	**Tomothy Nolan**
Landlord's Address	**7 Beaconsfield Rd., London, B11 3AA**
Landlord's Representative	**None**
Date of Application	**2 July 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**I.D. Humphries B.Sc.(Est.Man.) FRICS** **R.J. Price BSc MSc MBA**
Date of Decision	**20 August 2026**
Rent Determined	**£1,250 per calendar month**
Date the new rent takes effect	**20 July 2026**

© CROWN COPYRIGHT

REASONS FOR THE DECISION

Background

1. On 18 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,250.00 per calendar month(pcm) in place of the existing rent of £1,120.00 pcm to take effect from 20 July 2026.

2. On 2 July 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 Tenant had been in occupation since 2024. The Tribunal has not seen the original Agreement but the term in the Assured Shorthold Tenancy Agreement sent to the Tribunal commenced on 20 July 2025 for twelve months and expired on 19 July 2026, since when the Tenant has been holding over on the same terms.

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 curtain and white goods specified below) and the costs relating to the same.

5. None, other than white goods.

Liability for Council Tax

6. The Tenant is responsible for payment of Council Tax for the property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

7. There are no unusual terms in the Tenancy Agreement, a copy of which has been provided.

Inspection/Hearing

8. An on-line hearing was held on 20 August 2026. The Tribunal has considered the oral and written evidence provided by the parties together with its own knowledge and expertise of market rents when determining the market rent.

The Property

9. The Property has not been inspected by the Tribunal. However, from the submitted papers it is understood to be a modern end-terraced house built as part of a development of similar houses in 2004. It is close to the Merry Hill Shopping Centre with good road access to all facilities in the area.

   It is of three storey construction. The accommodation comprises:
   Ground floor: hall, bedroom 4 / study, w.c., stairs and kitchen-dining room;
   First floor: landing, bedroom with en-suite, living room and stairs;
   Second floor: two bedrooms, one with en-suite and bathroom.

   The accommodation was provided with white goods, flooring and window blinds included in the tenancy but is otherwise unfurnished.

   The house has gas-fired central hearing and double glazing.

   The property has a single parking space to the front. There is no garden or rear access.

Evidence

10. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

11. The Tenant made the following comments:
    a) The property had not been modernised. The carpets, windows and toilet facilities had not been updated and no significant improvements had been made by the Landlord during the tenancy.
    b) The central heating was said to be inadequate and some radiators were not working effectively.
    c) The windows were draughty and he had applied tape to seal the joints.
    d) There was only one entrance door.
    e) There was no garden.
    f) He had asked the Landlord to negotiate the rent but the request had been refused.
    g) The rate of rent increase was 11.6% p.a. which was excessive.

    The Tenant considered the rental value, taking account of these points, to be £1,100.00 pcm.

The Landlord

12. Replying to the Tenant's points, the Landlord said:
    a) The property had been let in 2004 and the facilities were still in good condition. There was no requirement for the Landlord to renew the facilities as they were perfectly adequate.
    b) The central heating had been serviced annually, most recently in March 2026. The boiler had been renewed and the Tenant had not reported any faults with the system or with the property at all since 16 April 2025.
    c) The windows were in good condition.
    d) The Landlord acknowledged there was only one entrance door and no garden, but these were features when the tenancy had been taken and they could not be altered.
    e) The Landlord had taken professional advice on the rental value from Connells estate agents. They introduced prospective tenants but did not manage the property and had nothing to gain by suggesting any particular figure. They advised that No.6 Madison Avenue, a similar but mid-terraced house in the development, had been let on 8 April 2026 for £1,250 pcm which provided good evidence of rental value. It had been advertised to let for 30 days. By comparison, the properties were similar, both let unfurnished but the subject house had been in particularly good condition when bought, having been the show home for the development.

    In summary, the Landlord based the proposed rent on Connells' professional opinion which was itself based on the letting of No.6 at £1,250 pcm.

Determination and Valuation

13. The Tribunal considered the points raised by the parties both in prior submissions and in the hearing.

    We find there is no evidence to show the building to be in poor condition. It is a modern, four bedroom end-terraced house in a 22 year old development, well placed for access to local facilities and other areas of the West Midlands generally.

    It has drawbacks, the lack of garden and additional parking space, but the primary evidence is the rental value achieved for No.6 which is directly comparable.

    The Tenant had raised a point regarding the rate of increase since July 2025 but this is outside the Tribunal's remit. The Tribunal's duty is to assess the market rent.

    Taking these points into account together with the Tribunal's own general knowledge of rental values in the area, the Tribunal finds the Market Rent under

section 14 of the Housing Act 1988 to be £1,250 pcm. This is the rent we would expect the property to let for in the open market.

Market rent **£1,250.00 pcm**

Undue hardship

14. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless the Tribunal considers it would cause undue hardship to the tenant. In such cases, the Tribunal has discretion to set a later starting date up to the date of the Tribunal's determination but in this instance, no application for hardship has been made and accordingly the rent takes effect from 20 July 2026.

Decision

15. The Tribunal determines the market rent at £1,250.00 per calendar month with effect from 20 July 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.