	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00CS/MRA/2026/0011**
Property	**16 Roman Way, West Bromwich, B71 3NZ**
Tenant	**Shannon Rudd**
Tenant's Representative	**None**
Landlord	**UK PRS Limited Partnership (original landlord), now Citra Living Properties (No.3) Ltd. of the same address**
Landlord's Address	**Stafford Court, 145 Washway Rd., Sale, Manchester, M33 7PE**
Landlord's Representative	**Ascend Estates Ltd.**
Date of Application	**15 June 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	**£1,185 per calendar month**
Date the new rent takes effect	**9 August 2026**

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REASONS FOR THE DECISION

Background

1. On 20 May 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,275.00 per calendar month (pcm) in place of the existing rent of £1,185.00 pcm to take effect from 9 August 2026.

2. On 15 June 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 9 June 2023 for a term of 12 months.

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.

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

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case based on information provided by the parties, photographs of the frontage on Google Streetview and its own knowledge and expertise of market rents.

The Property

9. The Property comprises a modern brick and tile semi-detached house with living room, kitchen, two bedrooms and two bathrooms. The property has an open plan front garden with drive providing off road parking and a back garden. It was let unfurnished.

Evidence

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

The Tenant

11. The Tenant made the following comments:

    a) a detached property on the same estate (address not provided) had been let for £1,260 pcm;
    b) a 1960s semi-detached house in Ardav St., West Bromwich, had been advertised at £1,175 pcm;
    c) a modern mid-terrace in Campville Crescent, West Bromwich advertised at £1,100 pcm;
    d) a 1930s semi-detached in Coles Lane, West Bromwich advertised at £1,150 pcm
    e) a 1930s semi-detached in Kiniths Crescent, West Bromwich advertised at £1,200 pcm;
    f) a 1960s end-terrace in Heronville Road, West Bromwich advertised at £1,100 pcm and
    g) a 1930s semi-detached in Hall Crescent West Bromwich advertised at £1,050 pcm.

    Based on these comparables the tenant considered the market rental value to be £1,000 pcm.

The Landlord

12. In reply, the landlord's agent also quoted comparable evidence:

    a) the lease of another house of the same specification had recently been renewed at £1,250 pcm and
    b) a modern two bedroom semi-detached in Millfields, West Bromwich had been advertised at £1,250 pcm.

Determination and Valuation

13. Neither the landlord nor tenant provided any details of the agreed lettings of the properties advertised on the market, such as the full addresses, dates of tenancy commencement or accommodation and relied on advertised asking rents that may or may not have been achieved.

    The property has only two bedrooms but on the plus side, it is modern for which some tenants may pay a higher rent than older properties of comparable size.

    The landlord relies on a lease renewal of another property in the same road but the rent achieved may have reflected the anxiety of the tenant to reach agreement without having to re-locate or appeal to the Tribunal.

14. However, relying on the evidence of the parties and its own expert general knowledge of rental values in the area, the Tribunal considers the market rental of the subject property, modernised and in good order, to be no higher than the present rent of £1,185 pcm. This is the rent we would expect the property to let for in the open market if it were in the condition generally expected by prospective tenants.

    The Tribunal therefore determines the market rent at £1,185.00 pcm.

Market rent **£1,185.00 pcm**

Undue hardship

15. The tenant is in receipt of Universal Credit due to disability which prevents employment and is responsible for the care of three children. It is claimed that a rent increase would cause undue hardship. However, as the Tribunal finds no increase warranted, the effective date remains 9 August 2026.

Decision

16. The Tribunal determines the market rent at £1,185.00 per calendar month with effect from 9 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.