	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00CN/MRA/2026/0007**
Property	**68 Fernley Rd., Sparkhill, Birmingham, B11 3NP**
Tenant	**Leesa Anthony**
Tenant's Representative	**None**
Landlord	**Faisle Sadiq**
Landlord's Address	**89 Stratford Rd., Shirley, Solihull, B90 3NB**
Landlord's Representative	**None**
Date of Application	**20 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	**£950 per calendar month**
Date the new rent takes effect	

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REASONS FOR THE DECISION

Background

1. On 23 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,300.00 per calendar month (pcm) in place of the existing rent of £850.00 pcm to take effect from 3 August 2026.

2. On 3 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 3 October 2019 for a term of 3 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 the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a three bedroom terraced house with two reception rooms, kitchen and bathroom. The accommodation has gas-fired central heating.

10. There is a garden.

11. The property was let unfurnished.

Evidence

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

The Tenant

13. The Tenant made the following comments:
    a) The pointing is poor and water ingress has led to black mould growth throughout.
    b) The exterior has been poorly maintained.
    c) The windows are poorly fitted and draughty.
    d) The poor condition of the house has led to excessive heating bills.
    e) Comparable evidence provided showed a range of asking rents for terraced houses in Birmingham from £950 - £1,175 pcm.

The tenant considers the market rental value to be £900 pcm.

The Landlord

14. The landlord submitted as follows:
    a) he had obtained an independent damp proofing report that said the damp (which was acknowledged) was due to a combination of factors such as the tenant's lifestyle, high occupancy, solid wall construction and localised building defects. The Report said the problem was not caused by rising damp.
    b) The rent had not increased since October 2019.
    c) The landlord submitted a copy of his own inspection report dated 19 May 2026 that stated among other points, that 'damaged and potentially unsafe electrical sockets were identified during the inspection'. It identified missing kitchen cupboard doors, a damaged floor tile, damaged shower fittings, missing paving slabs causing a trip hazard and numerous other defects.
    d) Comparable evidence was provided showing asking rents for terraced houses in the area between £1,200 - £1,400 pcm.

Determination and Valuation

15. The property is a traditional Victorian two storey, brick terraced house. The external walls are 9" brick and photographs in the evidence show extensive open joints between brick courses. Photographs also show extensive black mould growth on the internal face of external walls throughout the building including plaster, joinery and decorations. It may be partly due to the tenant's lifestyle but the extent of damp and mould leads to the inevitable conclusion that the poor state of the pointing is the major cause.

    There is rough, amateurly fitted foam insulation around window frames.

    The landlord has identified defects with the electrical service and there is no record of it having been repaired. It is of course a landlord's duty to maintain the structure and services which is taken into account when determining the market rent.

16. The Tribunal has seen the rental evidence provided by the parties and if the house were in good condition, would find the rental value to be £1,250 pcm. However, in its present condition, the Tribunal determines the market rent under s.14 Housing Act 1988 to be £950.00 pcm.

    The full valuation is shown below:

Starting Rent	£1,250.00 pcm
Less	
For poor repair	£ 300.00 pcm
Market rent	**£950.00 pcm**

Undue hardship

17. The tenant advises that the proposed increase would cause severe financial hardship. The tenant receives Universal Credit as a single parent but this is not designed to absorb sudden rent increases. Accordingly, the Tribunal alters the effective date of increase from the date in the Notice of Increase (3 August 2026) to 20 August 2026.

Decision

18. The Tribunal determines the market rent at £950.00 per calendar month with effect from 20 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.