	FIRST - TIER TRIBUNAL **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/OOCN/MNR/2026/0007**
Property	**12 Birches Green Road** **Erdington** **Birmingham** **B24 9SR**
Tenant	**Eleanor Titmus**
Tenant's Representative	**None**
Landlord	**Mary Brennan**
Landlord's Address	**224 Moor End Lane** **Birmingham** **B24 9DR**
Landlord's Representative	**Alfabay (UK) Ltd**
Date of Application	**19 November 2025**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr G S Freckelton FRICS (Chairman)** **Mr R Price BSc. MSc. MBA**
Date of Decision	**27 August 2026**
Rent Determined	**£815.00 per calendar month**
Date the new rent takes effect	**19 December 2025**

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REASONS FOR THE DECISION

Background

1. On 14 November 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,050.00 per month in place of the existing rent of £695.00 to take effect from 19 December 2025.

2. On 19 November 2025, 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 19 September 2015 for a term of six 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 terraced house offering the following accommodation:

Ground Floor: One living room and kitchen.

First Floor: Landing, three bedrooms, bathroom.

Outside: Garden.

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) She has replaced the carpet in bedroom1.
b) She has removed the rotting shed and carried out garden improvements including new grass.
c) Fixed cracks to walls.
d) There is black mould to the bathroom. An outdoor tap was leaking and causing damp internally.
e) There has been a rodent infestation. She removed the shed to alleviate this but rats had died within the cavities leading to a bad smell. This problem was still ongoing.
f) The bathroom window is broken.
g) The extractor fan does not work.
h) A roof leak took three months to repair causing damage to her daughter's bedroom.
i) There is a leaking bathroom tap.
j) There have been no improvements or upgrades to the house despite requests being made.
k) The proposed rent is significantly above local market comparables for three-bedroom properties in the area.
l) The landlord has issued a Section 21 Notice which she believes is retaliatory.
m) Photographs were submitted showing damage from rats, mould and damage to the bathroom, damage to the bedroom and general cracking to internal walls.

12. The landlord submits:

a) There is a fitted kitchen with integrated oven, hob and fridge.
b) There is a shower over the bath.
c) Carpets and curtains are provided by the landlord.

d) A new oven was fitted in November 2023.
e) The electrician refused to attend to remedial work in January 2026 until the property was de-cluttered. Photographs were attached showing the condition of the property.
f) A new fridge was fitted in December 2024.
g) A new bathroom radiator was fitted in September 2025.
h) A copy of the Inventory dated 16 September 2015 was submitted including photographs.

13. The landlord submitted the following comparables:

a) Farrington Road, Birmingham – A three-bedroom end town house with conservatory offered at £1,350.00 per month.
b) The Ridgeway, Birmingham – a three-bedroom mid-terraced house offered at £1,195.00 per month.
c) Dovedale Road, Erdington, Birmingham – a three-bedroom semi-detached house offered at £1,200.00 per month.
d) Pipehayes, Birmingham – a three-bedroom end terraced town house offered at £1,200.00 per month.
e) Kings Road, Birmingham – a three-bedroom terraced house offered at £1,275.00 per month

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 £1,000.00 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.

15. However, the property is not in the same condition as would be expected on the open market and we have made the following adjustments:

Market Rent		£1,000.00
a) Dated kitchen	£55.00	
b) Dated and damaged bathroom	£45.00	
c) Damage and ongoing problem caused by rodents	£25.00	
d) General condition/cracking	£50.00	
e) Bedroom carpet replaced by tenant	£10.00	
Total		£185.00
Market Rent		£815.00

Decision

16. 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 £815.00 per month with effect from 19 December 2025.

Undue Hardship

17. 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.

18. The Tenant has not asked the Tribunal to fix a later starting date in this case.

Chairman: G S Freckelton FRICS **Date: 27 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.