	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/OOGL/MNR/2025/0869**
Property	**21 Stanhope Street** **Stoke on Trent** **ST1 4LB**
Tenant	**Atif Mohammed and Hiba Abdulwahab**
Tenant's Representative	**MENA UL Consultancy Ltd**
Landlord	**Leina Yadev Brazier**
Landlord's Address	**c/o 3 Brindley Place** **2nd Floor** **Birmingham** **B1 2JP**
Landlord's Representative	
Date of Application	**17th December 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	**27th August 2026**
Rent Determined	**£725.00 per calendar month**
Date the new rent takes effect	**19 December 2025**

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REASONS FOR THE DECISION

Background

1. On 27th October 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £700.00 per month in place of the existing rent of £550.00 to take effect from 19th December 2025.

2. The tenant disputes that the present rent is £550.00 per month but states that it is £420.00 per month which was the rent fixed at the commencement of the tenancy. The tenant says this is because previous Notices of Increase have been incorrectly served and he has therefore ignored them.

3. On 17th December 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.

4. The assured tenancy commenced on 19th March 2020. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

5. 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.

6. None.

Liability for Council Tax

7. 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.

8. None.

Inspection/Hearing

9. 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

10. The Property is a terraced house offering the following accommodation:

Ground Floor: Living room and kitchen.

First Floor: Landing, two bedrooms, bathroom.

Outside: The tenants state in their Application Form that there is no garden. However, based on an internet mapping search it would appear that there is a yard/garden area to the rear.

The Property benefits from gas fired heating and double glazing.

Evidence

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

12. The tenants submit:

a) They have lived in the property since March 2020.
b) The proposed increase of 66.7% is not reasonable and above the prevailing market.
c) The property has modest facilities.
d) They have been informed that the property has been sold.
e) The sale of the property with them as sitting tenants provides contemporaneous evidence of value and rental potential.
f) That they are unsure of the identity of the landlord.

13. The tenant submits details of comparable properties as follows:

a) Ridgeway Road, Stoke-on-Trent – a two-bedroom modernised house at a rental of £525.00 per month.
b) Century Road, Stoke-on-Trent – a two-bedroom terraced house at £500.00-£540.00 per month.
c) Beresford Street, Stoke-on-Trent – a two-bedroom terraced house at £525.00 per month.

14. In addition, the tenants submit that the typical rent for a two-bedroom house is between £500.00-£540.00 per month.

15. The landlords submit:

a) The property is jointly owned by Paul Brazier and Leina Yadev Brazier.
b) The property is being marketed but no sale has been completed.

c) The tenants were previously served with a Section 21 Notice at their request but the tenancy continues until lawfully ended.
d) No reports of disrepair have been received.
e) Previous Notices of Increase have been served but ignored by the tenants.
f) The Notice served was in compliance with the 1988 Housing Act.
g) Comparable properties were achieving rents between £725.00-£775.00 per month.

16. The landlords submitted details of two-bedroom terraced houses in Stoke-on-Trent offered for rental including:

a) Kimberley Road, Stoke-on-Trent - £775.00 per month.
b) Elgin Street, Stoke-on-Trent - £725.00 per month.
c) May Street, Burslem, Stoke-on-Trent - £750.00 per month
d) Harris Street, Stoke-on-Trent - £750.00 per month.
e) Birks Street, Stoke-on-Trent - £750.00 per month.
f) Penkville Street, Stoke-on-Trent - £775.00 per month.

Determination and Valuation

17. The Tribunal has considered the evidence provided by the parties. The jurisdiction of the Tribunal in this case is only to determine the rent in accordance with Sections 13 and 14 of the Housing Act 1988.

18. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the parties, the Tribunal considers that the market rental of the subject Property would be in the order of £725.00 pcm. This is the rent we would expect the property to let for in the open market.

Decision

19. 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 £725.00 per month with effect from 19th December 2025.

Undue Hardship

20. 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.

21. The tenants have asked the Tribunal to fix a later starting date in this case. they say the proposed increase of 66.7% is not proportionate to their income and circumstances.

22. The Landlord did not respond to the Tenant's application for postponement due to hardship.

23. As a result of our decision the rent will increase considerably although the previous rental paid by the tenant (whether £420.00 or £550.00 per month) is clearly below market value.

24. The tenants have failed to provide any evidence as to their personal circumstances except to say that the proposed increase is not proportionate to their income or circumstances.

25. The Tribunal therefore declines to fix a later starting date for the new rent in this case.

Chairman: G S Freckelton FRICS Date: 27th 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.