



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : BIR/00CS/MNR/2025/0784

Property : 62 Rosefield Road, Smethwick B676DX

Tenants : Patrick Owusu Ansah and Patricia Owusu

Landlord : Sajjad Ali

Landlord's agent : Assist A Landlord Ltd

Date of application : 4th September 2025

Type of Application : Determination of a Market Rent Sections
13 & 14 of the Housing Act 1988

Tribunal Members : T W Jones FRICS
Judge David R Salter

Date of Decision : 21st July 2026

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DECISION

The Tribunal determines a rent of £750.00 (Seven Hundred and Fifty Pounds) per calendar month with effect from 23rd September 2025

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REASONS FOR THE DECISION

Background

1. On 24th July 2025, the Landlord served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £900.00 per calendar month (pcm) in place of the existing rent of £650.00 pcm to take effect from 23rd September 2025.
2. On 4th September 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.

Inspection

3. The Tribunal inspected the Property on the morning of the 21st of July 2026 in the company of Mrs Ansah. Neither the Landlord nor his agent attended.

Hearing

4. Both Landlord and Mrs Ansah attended the hearing at the Tribunal offices on the afternoon of 21st July 2026 where they submitted their respective cases and were cross-examined by the Tribunal.
5. In considering the case, the Tribunal took into account the condition of the Property, the written submissions provided by the parties, the oral evidence provided at the hearing and having regard to its own knowledge, expertise and online research.

Evidence

6. The Property is a traditional 2-bedroom, 2 reception, mid-terrace house with first-floor bathroom. Outside there is a small garden area to the front and larger rear garden where the Tribunal noted several broken fence panels. The Property has central heating and double glazing. There is no garaging or off-street parking, but there is public on-street parking directly to the front of the dwelling.
7. From the limited written evidence submitted (for example, the Tribunal was not provided with a copy of a tenancy agreement between the parties), it appears that the property was let on a rolling monthly unfurnished Assured Shorthold Tenancy from 22nd November 2020 and which was 'renewed' on 23rd February 2023; a tenancy that incorporated standard repairing obligations.
8. Internally, the property is in a relatively poor condition with evidence of damp & mould. There was damage to the first-floor hallway ceiling indicative of a leaking roof. The WC waste pipe appeared to have leaked, and the Tribunal were shown holes in the ground floor floorboards which suggested vermin infestation.

9. The Tenants submitted that in addition to the items noted by the Tribunal on their inspection they had installed a form of vinyl floor covering over the ground floor carpets as they were in such a bad condition, and that the cooker was faulty fusing the electric circuit when turned on.
10. The Tenants did not submit evidence of any comparable property lettings in the vicinity to support their position that the proposed rent of £900.00 pcm was too high. In their opinion, an increase in rent to £700.00 pcm would be reasonable.
11. The Landlord submitted that he had always kept the rent low, but due to his current family and financial circumstances it had to be increased. However, the proposed figure of £900.00 pcm still remained below the market rate and he was not being excessive or unfair.
12. At the hearing, the Landlord confirmed that there had been various attempts to rectify the leaking roof, and he understood that the fault had been remedied. Similarly, in his opinion, the issue with the leaking waste pipe to the WC had been resolved and the reason there was a vermin issue was due to the Tenants' lifestyle and lack of cleanliness in the Property. He was not aware of the broken rear garden fence panels. Further, he informed the Tribunal that when the Tenants moved in some 6 years ago the carpets and curtains were clean and functional and the Property had been decorated internally throughout. He added that, recently, he had replaced the boiler and cooker.
13. Within his written submissions, the Landlord provided evidence of similar terraced properties advertised at £1,150.00, £1,100.00 & £1,095.00 pcm. During the hearing, he indicated that although he felt the market rate for the subject property was in the region of £1,000.00 pcm, he was only seeking £900.00 pcm.

Determination and Valuation

14. Having considered all the evidence, taken note of the comparable evidence submitted by the Landlord and had regard to its own expert, knowledge of rental values in the area, the Tribunal considers that the open market rent for the property in good tenantable condition would be in the region of £1,000.00 pcm. From this level of rent, the Tribunal has made adjustment(s) in relation to:
 - a) The Property's condition, and
 - b) The Tenants' liability to redecorate
15. The full valuation is shown below:

	Per month
Starting Rent	£1,000.00

Less

a) Items given under a) above	£150
b) Tenant's internal decoration liability @ 5%	<u>£ 50</u>
	<u>£200</u>

Market rent £800.00

Undue Hardship

16. The relevant provisions in the Housing Act 1988 provide that a 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 set a later date for the new rent up to the date the Tribunal make its determination.
17. The Tenants raised the matter of hardship in their submission. However, they did not provide sufficient evidence to prove undue hardship should the rent be increased in line with the Landlord's Notice of Increase, stating only that it would be harder to get by due to rising costs and that they had no savings. In this circumstance, the Tribunal finds that the new rent is effective from the date specified in the Landlord's Notice i.e. 23rd September 2025.

Decision

Accordingly, the Tribunal determines the market rent at £800.00 pcm with effect from 23rd September 2025.

Chairman: T W Jones

Date: 21st 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.

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

62 Rosefield Road, Smethwick
B676DX

The Tribunal members were

T W Jones FRICS
Judge David R Salter

Landlord

Sajjad Ali

Address

3 Deerstalker Square, Edgbaston, Birmingham. B16
0PT

Tenants

Patrick and Patricia Ansah

1. The rent is:

£800

Per

calendar
month

(excluding water rates and council
tax but including any amounts in
paras 3)

2. The date the decision takes effect is:

23rd September 2025

3. The amount included for services is not applicable

Per

4. Date assured tenancy commenced

22nd November 2020

5. Length of the term or rental period

Rolling monthly tenancy

6. Allocation of liability for repairs

Landlord and Tenant Act 1985

7. Furniture provided by landlord or superior landlord

Kitchen appliances (fridge freezer and cooker)

8. Description of premises

Traditional 2-bedroom, 2 reception, mid-terrace house with first-floor
bathroom. Small front garden and larger rear garden.

Chairman

T W Jones

Date of Decision

21st July 2026