

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CN/MNR/2026/0003
Property	215 Yardley Fields Road Birmingham B33 8RN
Tenant	Marta Lach
Tenant's Representative	None
Landlord	Randeep Sambhi
Landlord's Address	364 Chester Road North Sutton Coldfield B73 6RL
Landlord's Representative	DCB Legal Ltd
Date of Application	22 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) Mrs S Sohota
Date of Decision	03 September 2026
Rent Determined	£1,210.00 per calendar month
Date the new rent takes effect	28 August 2026

REASONS FOR THE DECISION

Background

1. On 28 October 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,500.00 per month in place of the existing rent of £750.00 to take effect from 28 December 2025. The tenancy agreement refers to a rent of £725.00 per month.
2. On 22 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.
3. The assured tenancy commenced on 28 September 2022 for a term of twelve 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. Based on the papers provided to it the Tribunal understands that the Property is a semi-detached house offering the following accommodation:

Ground Floor: Hall, living room, sun room, kitchen, W.C.

First Floor: Landing, three bedrooms, bathroom.

Outside: Garden and garage.

The Property benefits from gas fired heating and double glazing. The cooker, carpets and curtains are provided by the landlord. The washing machine, fridge and freezer are provided by the tenant.

Evidence

10. The Tribunal has considered the written submissions provided by the tenant and the landlord.
11. The tenant submits:
- a) There is black mould and damp throughout the property.
 - b) There are gaps in the windows and seals are coming off.
 - c) Wallpaper is peeling off.
 - d) There are exposed electrical wires and the circuit board is outdated.
 - e) There is damage to the kitchen door frame due to a prolonged leak from the boiler.
 - f) The sun room has a leaking roof and broken sliding door.
 - g) There is no electricity supply to the sockets in bedroom 2.
 - h) The proposed increase is excessive and does not reflect the condition of the property.
 - i) The items described as 'Improvements' by the landlord are not upgrades which have improved the standard of the property.
 - j) All previous repairs were only completed following the involvement of the Local Authority Private Rented Sector Licensing Department. A copy of a letter dated 03 December 2025 was attached confirming the Local Authority involvement.
 - k) The comparables relied on by the landlord are from Zoopla, within a 3-mile radius and are advertised rents rather than achieved rents.
 - l) The property is not fully restored or renovated and is only in 'average condition' at best.
 - m) The cost of mortgage payments, tax and other costs borne by the landlord does not affect the rental value.
 - n) Photographs were submitted in support of the tenants' submissions.
 - o) A section 21 Notice was served on 28 February 2026 which the tenant considers to be retaliatory for challenging the rent increase.

12. The tenant submits details of semi-detached houses at asking rentals between £1,000.00- £1,250.00 per month.
13. The landlord submits:
 - a) Improvements have been carried out including, boiler upgrade, upgraded electrical installation, replacement of window seals and new worktops to the kitchen.
 - b) Further improvements have also been carried out including a new toilet, two new taps, a new shower over the bath, new wall panels around the bath, new flooring, a new light and a new extractor fan.
 - c) The rent has not increased since September 2022 since when rental values have risen considerably.
 - d) The landlord is paying a mortgage, agents commission, repairs and tax and cannot afford to continue at the current rent.
 - e) Copies of photographs of the property when it was purchased were submitted.
14. The landlord submitted details of some twelve 3-bedroom properties taken from Zoopla within a three-mile radius of the property at asking rentals between £1,100 - £1,500.00 per month. Of these eight were semi-detached or end-terraced.

Determination and Valuation

15. 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 £1,300.00 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.
16. The Tribunal agrees with the tenant that the 'Improvements' noted by the landlord are not upgrades. The Tribunal considers most of them to only be repairs and maintenance. At the same time the Tribunal is also of the opinion, based on the photographs provided, that much of the black mould is most probably caused by condensation rather than a structural defect to the property.
17. 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	£1,300.00
a) White goods provided by the tenant	£25.00
b) <u>General condition in relation to comparables</u>	<u>£65.00</u>
Total	<u>£90.00</u>
Market Rent	£1,210.00

Decision

18. 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 £1,210.00 per month with effect from 28 December 2025.

Undue Hardship

19. 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.
20. The Tenant has asked the Tribunal to fix a later starting date in this case. She says that her rent is fully funded by Universal Credit as she is unable to work. She is a single parent and the proposed increase of £750.00 per month would make it impossible for her to meet her basic living expenses. A copy of a Universal Credit statement was submitted to the Tribunal.
21. The Landlord did not respond to the Tenant's application for postponement due to hardship.
22. As a result of our decision the rent will increase by £460.00 per month. The date specified in the landlord's notice was 28 December 2025. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 28 August 2026.

Chairman: G S Freckelton FRICS

Date: 3rd September 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.