

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CN/MRA/2026/0025
Property	15 Grosvenor Road, Harborne, Birmingham, West Midlands, B17 9AL
Tenants	Tasim Baksmaty Anthony Oliveira Christian Sedda
Tenant's Representative	None
Landlord	Zeal Property Development and Services Limited
Landlord's Address	53 Kelmscott Road, Harborne, Birmingham, West Midlands, B17 8QW
Landlord's Representative	Murtaza (Naz) Mansurali Nazarali, MN Property Solutions, Solihull
Date of Application	5 July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Colin Green (Legal Chairman) Andy Churchill BSc, MRICS (Valuer Member)
Date of Decision	14 September 2026
Rent Determined	£1,750.00 per calendar month
Date the new rent takes effect	27 September 2026

REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between the parties dated 27 July 2025, an assured tenancy was granted of the Property for a term of 12 months from and including 27 July 2025 until 26 July 2026. The rental period is monthly with the rent payable in advance on the 27th of each month. Under s. 4A of the Housing Act 1988 (as amended) the tenancy will have been converted to a monthly periodic tenancy from 1 May 2026.
2. On 13 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (as amended) which proposed a new rent of £2,050.00 per calendar month (pcm) in place of the existing rent of £1,770.00 pcm to take effect from 27 July 2026.
3. On 5 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

Allocation of Repairs between Landlord and Tenant

4. As per the tenancy agreement and section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than any 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. None.

Hearing & Inspection

8. Neither party requested an oral hearing or an inspection. The Tribunal is satisfied that it can properly consider this case based on the papers provided by the parties and its own knowledge and specialist expertise.

Evidence

9. The parties completed the relevant MR1 (Tenant) and MR2 (Landlord) forms. The Tenants' MR1 was accompanied by a lengthy statement of case with several attachments, a total of 187 pages. Rather than summarise the contents a copy is attached to this written decision to which reference will be made, where appropriate, using the PDF page number in brackets.

The Property

10. The Tenants' description of the Property in their application is as follows. The Property is a mid-terraced Victorian house arranged over three floors (approximately 115 sq m / 1,238 sq ft). It is centrally heated throughout by a mains gas Worcester boiler with radiators, controlled by a programmer/digital thermostat and thermostatic radiator valves, and is mostly double-glazed (predominantly UPVC, with a front bay window), though two rooms retain older single-glazed wooden-framed windows. Flooring varies by room: laminate in the hallway and dining room; carpet in the bedrooms, living room, and attic; tile-pattern vinyl in the kitchen (heavily stained near the garden door); tiled flooring in the bathroom; and vinyl in the attic bathroom. It comprises: - Ground floor: Living room, dining room, and a kitchen with built-in appliances - First floor: Three bedrooms and a bathroom (three-piece suite with shower over bath) - Attic: Converted loft room used as a home office/studio with a secondary WC. The property is of solid-brick construction with no wall, roof, or floor insulation (EPC rating E). There is no garage and no off-road parking. The Property has a rear garden (lawn with patio/slabbed areas and a raised platform to the rear), with a garden shed. There is side access via a wooden gate. There are no separate buildings or additional land included in the tenancy.
11. The above description is not contested by the Landlord, save issues concerning the condition of the Property (dealt with below) and that the Landlord contends

the attic room is a bedroom, making the Property a four-bedroom property, whereas the Tenants state that the attic is used as a home office and is not a genuine bedroom: it is uninsulated, accessed only by a narrow secondary staircase, and was neither designed nor appointed as a habitable bedroom [1]. Therefore, the Property should correctly be classified as a three-bedroom Property.

12. The Tribunal does not consider that the current use of the attic is determinative of whether it can properly be classified in letting terms as a bedroom. For the following reasons the Tribunal is of the view that it can be used as a bedroom. From the photographs supplied the staircase does not prevent such use and there is no reason why the room would be unsuited as a bedroom. The presence of a WC and pedestal wash hand basin suggests this has been its use in the past. That is confirmed by the sales particulars of Englands, supplied by the Landlord, which describe the Property as having four bedrooms and which include a photograph of the attic which show that it can be used as a habitable bedroom.

Comparables

13. The Tenants rely on 17 Grosvenor Road, a four-bedroom immediately adjoining the Property, described as a larger property (paragraph 7.1 of the statement of case and a comparable analysis table [79]). This is at an asking rent of £1,600.00.
14. The Tenants' primary evidence is of six agreed lets in the Harborne area [3] and [79]. These are of three-bedroom properties however, and for the above reasons the Tribunal considers that the Property can be properly classified as a four-bedroom property. The Tribunal does not consider the Landlord's alleged past room-count inconsistency as relevant to determining the market rent for the Property as of 27 July 2026, the relevant valuation date (paragraph 7.5 [3]).
15. As regards the January 2026 inconsistency, by reference to the Critique of Landlord Comparables (paragraph 7.4 [3] and [91]), as seen below, these are not comparables currently relied on by the Landlord and therefore are irrelevant. Likewise with the comments at paragraph 9 [4] concerning the

Landlord's comparables. Whatever comparables the Landlord might have relied on previously, the Tribunal understands that it is now only relying on those mentioned below.

16. The Tenants contend that the passing rent for the Property (£1,770.00) is not reliable evidence of the open market value as it was calculated on a per-room / per-occupant basis (paragraph 7.6 [4]). The Landlord has not sought to argue on the present application that the current rent should be used as a reference or that the market rent should be calculated other than based on rents for comparable properties. For the avoidance of doubt, the Tribunal is not assessing the open-market rent by reference to the current rent or on a per-room / per-occupant basis.
17. The Landlord's comparables are the following asking rents:
 - a) Wentworth Park Avenue, Harborne, a semi-detached house with four, double bedrooms and two bathrooms, at £2,050.00 pcm. This is larger property and in a better condition and location than the Property.
 - b) Grosvenor Road, Harborne, a terraced house with four bedrooms, two reception rooms, and two bathrooms, at £1,900.00 pcm. This has an EPC(D) in comparison with the Property (EPC(E)).
 - c) Ansell Way, Harborne, a detached house with four bedrooms and one reception room, at £1,950.00 pcm. This has an EPC(B) with a garage and off-road parking and is considered a better property than the Property.
 - d) Grosvenor Road, Harborne, a terraced house with four bedrooms and three bathrooms, at £2,000.00 pcm. Based on the internal photos this is in a better condition than the Property.
 - e) Carless Avenue, Harborne, an end of terrace house with four bedrooms, two bathrooms, and one reception room, at £2,450.00 pcm. There is only one photograph for this property, of the attic space, but it appears that the property is in significantly better condition than the Property.

Determination and Valuation

18. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenants' improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenants are only considered in respect of the date of commencement of the new rent if an application for hardship has been made, which is not the case here.
19. Of the Landlord's comparables, the Tribunal considers that Grosvenor Road at £1,900.00 (paragraph 17 b) above) is the preferable comparable, but having regard to all the comparables provided by the parties the Tribunal considers that the market rental of the Property modernised and in good order would be £2,000.00 pcm.

Condition

20. The Tenants have raised the following matters concerning the condition of the Property. First, as of the valuation date of 27 July 2025 there were a number of outstanding defects which do not fall within the Tenants' repairing obligations. Second, there are other defects, again outside their repairing obligations, which have been remedied by the Tenants, see: paragraph 8 [4] and the Schedule of Property Condition [98] and Schedule of Disrepair and Statutory Defects [100], together with the supporting photographs.
21. The Landlord's response to this is that the issues described by the Tenants are caused due to lack of general upkeep of the Property by them and additional guests who reside in the Property. In the Tribunal's view however, this is simply too vague an allegation and does not deal with specific defects which have been raised.
22. The Landlord also says that maintenance issues raised by the Tenants have been addressed in timely manner based on the availability provided by them

and the availability of trades people required to carry out the remediation work. This is supported by the Schedule of Property Condition, which identifies certain defects that were remedied by the Landlord before 27 July 2026.

23. The Tribunal accepts the Tenants' schedule at face value and makes a deduction of £250.00 to reflect such matters, along with the EPC rating, leaving a figure of £1,750.00 pcm.

Decision

24. Therefore, the Tribunal determines the new rent at £1,750.00 pcm with effect from 27 September 2026, which is the beginning of the first new period of the tenancy which begins on or after the date of the determination (14 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.