

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CN/MNR/2026/0159
Property	7 Somery Road, Birmingham, B29 5RY
Tenants	Tony Woodward & Vanessa Jones
Tenants' Representative	None
Landlord	Kwok Fai Wong
Landlord's Address	38 Hawthorn Brookway, New Oscott, Birmingham B23 5LF
Landlord's Representative	None
Date of Application	26 June 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	£1,000.00 per calendar month
Date the new rent takes effect	1 July 2026

REASONS FOR THE DECISION

Background

1. Under tenancy agreement dated 26 March 2018 between the parties, provided by the Tenants with their application, an assured tenancy was granted of the Property for a term of 12 months from and including 26 March 2018 to and including 25 March 2019 (“the previous tenancy agreement”). The rental period is monthly. The Landlord has provided with his Reply an electronic copy of a subsequent tenancy agreement of the Property dated 26 March 2021, for a term of 12 months commencing on 26 March 2021 and expiring on 25 March 2022 (“the current tenancy agreement”). The document is not signed but the Tenants have not disputed the existence of the current tenancy agreement, so the Tribunal will proceed on that footing.
2. On 27 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,100.00 per calendar month (pcm) in place of the existing rent of £725.00 pcm to take effect from 1 July 2026.
3. On 26 June 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord’s notice proposing a new rent to the Tribunal for determination of a market rent.

Allocation of Repairs between Landlord and Tenant

4. As per the current 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. There is no service charge. Although some furniture was provided under the previous tenancy agreement, the current tenancy agreement does not provide for any furniture.

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, save in respect of the garage issue considered below.

Hearing and Inspection

8. Neither party requested an oral hearing, but the Tenants requested an inspection. By a decision with written reasons of 30 July 2026 the Tribunal determined that the photographs supplied were of good enough quality to allow the Tribunal a clear view of the condition of the Property in relation to the determination of the matter and did not consider it proportionate to hold an inspection, and declined to do so. At the request of the Tenants that decision was reviewed by Judge N Carr on 26 August 2026, who decided that the Tribunal would not inspect the property, and would make its decision based on the papers submitted to it.
9. 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.

The Property

10. The Property is a semi-detached house comprising, on the ground floor a hall, kitchen/dining area, and living room, and on the first floor, three bedrooms and a bathroom/WC. There are gardens front and rear.
11. There is a dispute between the parties as to whether a garage is included in the tenancy, with the Tenants contending that they were told by the Landlord's agent at the time the previous tenancy agreement was entered into that a garage was included. In assessing a market rent the Tribunal must do so based on a hypothetical letting on the same terms as the current tenancy agreement, as at the date of increase (1 July 2026). That agreement makes no reference to a garage as part of the Property; nor does the previous tenancy agreement.

Therefore, the Tribunal must proceed on that basis. It should be noted that if a garage was included, it is likely the rent would be higher.

Evidence

12. The parties completed the relevant MR1 (Tenants), Rents 1A (Landlord) forms.
13. Concerning the condition of the Property, there is disagreement between the parties. The Tenants claim that there is a bowed asbestos kitchen ceiling and a sliding patio door that doesn't lock which has had a temporary single push lock. There was a hole in the kitchen floor for about two years. The Landlord found a contractor willing to replace just the first joist and put a support under it. However, the floor where the hole was is now sinking again, and some new kitchen units are required. This area is shown with red tape in the Tenants' photographs, adjoining the washing machine where the floor is not level. Other photographs show settlement cracking in the ceiling.
14. The Landlord states that no work has been requested in respect of the kitchen floor (the Tenants dispute this) but the Tribunal is concerned with the condition of the Property at the valuation date (1 July 2026) irrespective of whether this amounts a breach of the Landlord's repairing obligations. The Landlord has supplied photographs of the kitchen from 2024, which show no obvious sinking in the kitchen floor, but they are not near-field images and the Tenants' photographs are closer, and more recent, and are to be preferred.
15. As regards comparables, the Tenants have provided an online search range of the monthly rent for the Property, with a minimum value of £821.00 pcm, a maximum of £1,182.00 pcm and an estimated value of £1,002.00 pcm. The Tenants state that the market rent should be £850.00 pcm.
16. The Landlord's first set of comparables are of three-bedroom properties in the B29 postcode from an online search of properties available to let, none of which appear to have garages:
 - a) Princethorpe Road B29 5QA, end of terrace, at £1,190.00 pcm;

- b) Sir Johns Road, Selly Park B29, terraced, at £1,300.00 pcm;
 - c) Copston Grove, Weoley Castle, B29, terraced, at £1,200.00 pcm;
 - d) Chedworth Close B29, terraced, at £1,250.00 pcm.
17. There are further Landlord comparables in other postcodes, again three-bedroom properties with no apparent garage:
- a) Edenhurst Road B31, semi-detached, at £1,250.00 pcm;
 - b) Woodrow Lane, Bromsgrove B61, end of terrace, at £1,250.00 pcm;
 - c) Charnwood Close, Rubery B45, semi-detached, at £1,050.00 pcm;
 - d) Shenley Lane B29, semi-detached, at £1,250.00 pcm;
 - e) Kitwell lane B32, terraced, at £1,200.00 pcm

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 Tenant improvements or failure of the Tenants 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 if an application for hardship has been made.
19. The Tribunal considers that the specific comparables provided by the Landlord should be given greater weight, and that Charnwood Close is the best comparison with the Property. The Tribunal assesses that the market rental of the Property modernised and in good order would be in the order of £1,150.00 pcm.

20. From this level of rent, the Tribunal has made a deduction of £150.00.00 in respect of the defects mentioned in paragraphs 13 and 14 above, producing a final market rent figure for the Property of £1,000.00 pcm, which also happens to be close to the Tenants search result of an estimated value of £1,002.00 pcm.

Undue Hardship

21. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the Tenants. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date the Tribunal makes its determination (14 September 2026).
22. The Tenants have asked the Tribunal to fix a later starting date in this case. They state they are on universal credit and are trying to get a council house as they cannot afford the rental market anymore. Mr. Woodward gets £1,366.00 per month UC. The bills with rent at £725.00 come to £1,588.00 per month. Ms Jones gets 1,500.00 UC, which is all gone by the time she feeds the children and herself and the rest of their money is to pay bills. They have to save for Xmas and birthdays and have very restricted finances. A rent increase to £1,100.00 would see them in arrears by £375.00 a month. Mr. Woodward considers that the Council would be less likely to rehouse them.
23. A breakdown of monthly outgoings has been provided of £1,588.00 per month, with Mr. Woodward's UC of £1,366.00, although when combined with Ms Jones UC of £1,500.00, this makes a total household income of £2,866.00 per month, a surplus of £1,278.00. Based on such figures, an increase in rent of £275.00 to £1,000.00 would not leave the Tenants in arrears, although it is accepted that there are irregular payments – holidays, birthdays, Xmas, clothing, and the like – which are not included in the list of monthly outgoings.
24. The Landlord did not respond on the issue of hardship.
25. Given that on the basis of the information provided by the Tenants, there will be a surplus of income over expenditure with the increase in rent of £275.00

pcm from 1 July 2026. The Tribunal is not satisfied that this would result in undue hardship, and accordingly the starting date for the new rent is 1 July.

Decision

26. Therefore, the Tribunal determines the market rent at £1,000.00 pcm with effect from 1 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.