

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/41UF/MNR/2026/0099
Property	Flat 12, Arbourtrees Court, Wombourne, WV5 9JW
Tenant	Anthony Walsh
Tenant's Representative	None
Landlord	Midland Heart
Landlord's Address	20 Bath Row, Birmingham, B15 1LZ
Landlord's Representative	G. Magee, Team Manager, Midland Heart
Date of Application	5 April 2026
Type of Application	Determination of a Market Rent under sections 13 & 14 of the Housing Act 1988
Tribunal Members	I.D. Humphries B.Sc.(Est.Man.) FRICS S. Sohota
Date of Decision	10 September 2026
Rent Determined	£280.00 per week including service charge of £70.96 per week
Date the new rent takes effect	10 September 2026

REASONS FOR THE DECISION

Background

1. On 23 February 2026 the Landlord served notice under Section 13(2) of the Housing Act 1988 proposing a new rent of £284.30 per week (including £70.96 service charge) in place of the existing rent of £274.45 pw (including £69.77 service charge) to take effect on 6 April 2026.
2. On 5 April 2026, 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 11 November 2024 by periodic weekly tenancy.

Allocation of Repairs between Landlord and Tenant.

4. In accordance with section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than 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 paying Council Tax. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

7. There are no unusual terms as far as we are aware.

Inspection/Hearing

8. The Tribunal has not inspected the property. We rely on the written submissions of the parties and oral evidence given at an online hearing on 10 September 2026.

The Property

9. The Property is a self-contained one bedroom flat in a sheltered housing scheme in the centre of Wombourne, a popular village about 2 miles to the south of the Wolverhampton city boundary. There are local facilities in the village including retail shops, a chemist's, doctors and dental surgeries, churches and there is a bus service to Wolverhampton. The village is readily accessible to the A449 providing a fast route to Kingswinford, Stourbridge and Kidderminster to the south.
10. The development is of two storey brick and tile construction containing 21 flats. There is a small communal room on the ground floor, common hallways and grounds but no services to individual flats other than a pull cord alarm system and Site Warden who visits the property roughly once a fortnight.
11. The accommodation of Flat 12 comprises a living room, bedroom, kitchen and bathroom with shower.
12. It was let unfurnished. The landlord charges a service charge to cover its repairing and maintenance liabilities to maintain the structure and common parts such as window cleaning, insurance, lighting to common parts and the Warden's salary.

Evidence

13. The tenant sent a written submission. The landlord sent nothing in writing but Mr Magee, a Team Manager with Midland Heart, attended the online hearing and gave oral evidence on behalf of the landlord.
14. *The Tenant*
Mr Walsh did not oppose the amount of rent. His application had been made because he was in receipt of Universal Credit and had he accepted the proposal he would be left with only £240 per month to cover all his other bills. Universal Credit was limited as he was below the age necessary to receive state pension which would cause him severe hardship.
15. *The Landlord*
Mr Magee for the landlord explained that as Midland Heart was a Registered Social Landlord, its annual rent increase was restricted by Government regulations to cpi plus 1%. This was how the proposal had been assessed and the rent was effectively capped.
16. He also explained that some tenants paid different rents depending on their personal circumstances such as the date they had taken possession.

17. He explained that the Warden provided a management check on the building but was not in residence and only available in emergencies.

Determination and Valuation

18. The Tribunal has not inspected the premises but relies on the submissions of the parties and its general knowledge of market rents in the area.
19. The Tribunal has considered the submissions made and finds the market rent to be £280.00 per week including the landlord's service charge of £70.96 per week.

Undue hardship

20. The rent increase would clearly cause substantial undue hardship to Mr Walsh from the evidence provided, and we determine the new rent is to take effect from the date of our hearing on 10 September 2026, in accordance with s.14(7) of the Housing Act 1988.

Decision

21. The Tribunal determines the market rent under section 14 of the Housing Act 1988 to be £280.00 per week including the landlord's service charge of £70.96 per week with effect from 10 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.