

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CW/MNR/2026/0076
Property	25 Packwood Close, Willenhall, West Midlands, WV13 3EF
Tenant	Gail Wootton
Tenant's Representative	None
Landlord	Boswells Property Services Ltd.
Landlord's Address	29 Packwood Close, Willenhall, WV13 3EF
Landlord's Representative	Your Move, 21 High St., Wednesfield, WV11 1ST
Date of Application	18 March 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	17 September 2026
Rent Determined	£795.00 per calendar month
Date the new rent takes effect	28 August 2026

REASONS FOR THE DECISION

Background

1. On 2 March 2026 the landlord served notice under Section 13(2) of the Housing Act 1988 proposing a new rent of £795.00 per calendar month (pcm) in place of the existing rent of £650.00 pcm to take effect on 28 April 2026.
2. On 18 March 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 tenant has been in occupation for several years but the most recent contractual tenancy commenced on 28 February 2025 for a term of 12 months at a rent of £650.00 pcm, per the copy agreement provided with the application. This expired on 27 February 2026, since when, the tenancy has continued as an Assured Monthly Periodic tenancy commencing 28 February 2026.

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. It relies on the parties' written submissions and oral evidence given by the landlord in an online hearing held on 17 September 2026, together with its own general knowledge and experience.

The Property

9. The property is a 1980s, one bedroom, end-terraced house.
10. The accommodation comprises a living room and kitchen on the ground floor with a bedroom and bathroom on the first floor. It has an open plan front garden, enclosed back garden and side drive providing off-road parking.
11. The property has central heating and double glazing. It was let unfurnished.

Evidence

12. The landlord and tenant both sent written submissions and were invited to attend an online hearing held on 17 September 2026 at the tenant's request. The landlord attended but the tenant wrote to the Tribunal in advance to say that she did not wish to attend.

The Tenant

13. The tenant advised that the property had a number of issues. It had not been modernised and was dated (e.g. old carpets), the kitchen ceiling was cracked, the floorboards warped, the tenant was unable to use the driveway which was filled with rubbish, the guttering was blocked and there was damp and mould in the bedroom. Repairs were reported to the landlord but not always carried out. The tenant had reported the landlord to the local authority's Environmental Health Office and supported the claim with photographs sent with the application.
14. Photographs of the property showed the kitchen worksurface damaged and cracks between plasterboard ceiling sheets.
15. The tenant advised that other houses in the area (addresses not supplied) were let at less than the asking rent.
16. In the tenant's view, the current market value was between £500-£600 pcm.

The Landlord

17. The landlord described it as a one bedroom house rather than first floor flat as described by the tenant, and produced photographs as evidence.
18. He advised that he had carried out numerous repairs to the property and all the local authority's mandatory work had been completed except replacing the kitchen worksurface. The tenant acknowledged in submissions that a contractor had visited the house to prepare a quote and the landlord had instructed for it

to be carried out, but unfortunately, the contractor was unable to replace it in August as planned and it was now due to be fitted by the end of September. Otherwise, the property was in good repair and he had attended to any necessary works in good time, when notified of defects by the tenant.

19. The landlord supplied a list of nine comparable properties in evidence. None were exactly the same as one bedroom houses were not often let on the market, but there were 6 one bedroom flats on the list advertised at between £775 - 850 pcm, a two bed flat at £950 pcm and single room in an HMO advertised at £600 pcm.
20. By comparison, none of these flats were as attractive as the subject house and he considered its current market value to be around £850 pcm.

Determination and Valuation

21. 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.
22. Having seen the evidence, the Tribunal finds this is a one bedroom house, not a flat.
23. We have seen the evidence and do not find the crack in the kitchen ceiling between the plasterboard sheets to materially affect the rental value. Cracks of this type are often found and repaired by fitting new fixings, it is not normally necessary to replace the ceiling and it it were in this case, the local authority would probably have made it a mandatory requirement.
24. We understand the kitchen worksurface is damaged, it is due to be replaced within the next month but in any case we do not consider it's condition affects the rental value of the house.
25. Bearing these points and particularly the comparable evidence in mind, we find the market rent for the purposes of s.14 of the Housing Act 1988 to be £795.00 pcm.

Undue hardship

26. The tenant advises that she is unemployed and has to top up the rent from savings as the local authority housing allowance of £450 pcm. The tenant had not ticked the box on the application form requesting a delay due to hardship, but from her subsequent correspondence and submissions the Tribunal finds she would suffer undue hardship if the increase were to be back-dated to 28

April 2026. Having considered the evidence, we find the effective date of increase to be 28 August 2026 under s.14(7) of the Housing Act 1988.

Decision

27. The Tribunal determines the market rent under section 14 of the Housing Act 1988 to be £795.00 per calendar month with effect from 28 August 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.