

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CW/MNR/2025/0718
Property	Flat 9 11 Clarendon Street Wolverhampton WV3 9PP
Tenant	Seanchan Law
Tenant's Representative	None
Landlord	Thomas Mann
Landlord's Address	c/o 2a Penn Street Wolverhampton WV3 0JJ
Landlord's Representative	Evans Mann
Date of Application	28 April 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)
Date of Decision	23 September 2026
Rent Determined	£450.00 per calendar month
Date the new rent takes effect	01 May 2025

REASONS FOR THE DECISION

Background

1. On 26 March 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £550.00 per month in place of the existing rent of £375.00 to take effect from 01 May 2025.
2. On 28 April 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 23 May 2011 for a term of six 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. The tenant submits that furniture was included in the tenancy but most has been replaced by him due to wear and tear.

Liability for Council Tax

6. The landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is inclusive of Council Tax.

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

7. The rent includes water charges and fixed service charges.

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.
9. Directions were originally issued to Strike Out the case as the date for the commencement of the rent specified in the landlords Notice of Increase did not appear to be the start of a new rental period. However, the landlords provided evidence to

confirm that the rent was paid monthly on the first day of every month and subsequently Directions were issued to the parties to deal with the tenant's objection to the rent proposed.

The Property

10. The Property is a second-floor room in a shared three storey end-terraced house. It comprises of a bedroom and shower room. There is a kitchen shared with other tenants.

There is off street parking.

There is no double glazing. Heating is provided by the landlord. Carpets, curtains and white goods are provided by the landlord.

Evidence

11. The Tribunal has considered the written submissions provided by the tenant. No submissions in respect of the proposed rental were received from the landlord.
12. The tenant submits:
 - a) He has replaced most of the furniture during the tenancy due to wear and tear.
 - b) Cleaning of communal areas should be done weekly but is now less frequent.
 - c) He has painted over damp patches on the ceiling.
 - d) The property is an HMO with eleven occupants.
 - e) The rear fire escape stairs have been removed.
 - f) There is a bleep from the fire alarm every few seconds.
 - g) The kitchen table and chairs have been removed and not replaced.
 - h) Only one of the four ovens works correctly.
 - i) There are cracks to the ceiling in his room.
 - j) The bedroom carpet needs replacing.
 - k) There is a crack to the bedroom window.
 - l) The bathroom extractor fan is badly fitted.
 - m) The central heating provides little heat.
 - n) Photographs were submitted showing details of the property.
13. The tenant submits details of four available rooms advertised at asking rentals between £400.00 - £450.00 per month.
14. No submissions were received from the landlord.

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 £525.00pcm. This is the rent we would expect the property to let for in the market if it was in the same general condition as the comparable properties.
16. 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	£525.00
a) Ovens require repair	£25.00
b) Kitchen table and chairs require replacement	£12.00
c) Bathroom extractor requires refitting	£8.00
d) Heating requires upgrade	£15.00
e) <u>General condition in relation to comparables</u>	<u>£15.00</u>
Total	<u>£75.00</u>
Market Rent	£450.00

Decision

17. 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 £450.00 per month with effect from 01 May 2025.

Undue Hardship

18. 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.
19. The Tenant has not asked the Tribunal to fix a later starting date in this case.

Chairman: G S Freckelton FRICS**Date: 23 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.