	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CN/MRA/2026/0014
Property	62 Maidstone Road, Aston, Birmingham, B20 3EH
Tenant	Imram Asghar Bibi
Tenant's Representative	N/A
Landlord	Rumena Miah
Landlord's Address	8 Courtenay Road, Great Barr, Birmingham, B44 8JQ
Landlord's Representative	Amber Residential Birmingham Ltd
Date of Application	21 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Banks Tribunal Member Neil Atherton MRICS
Date of Decision	7 October 2026
Rent Determined	£1,050 per calendar month
Date of Valuation	7 October 2026
Date the new rent takes effect	10 October 2026

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REASONS FOR THE DECISION

Background

1. On 3 June 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,200 per calendar month(pcm) in place of the existing rent of £880 pcm to take effect from 10 August 2026.

2. On 21 June 2026, under Section 14(A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 10 July 2021. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. The Tenant contends that the Landlord's notice is invalid because it was not signed by the Landlord.

5. The notice was signed by Mr Atiqur Rehman of Amber Residential Birmingham Ltd. The tenancy agreement identifies Amber Residential Birmingham Ltd as the "Landlord" for the purposes of the agreement, whilst the MR1 and MR2 identify Rumena Miah as the Landlord. The MR2 also identifies Amber Residential Birmingham Ltd as representatives of the Landlord.

6. Having considered those documents, the Tribunal is satisfied that Mr Rehman had authority to sign the notice on the Landlord's behalf. The Tribunal therefore finds that the notice was validly signed and is a valid notice for the purposes of these proceedings. Accordingly, the Tribunal has jurisdiction to determine the market rent.

Allocation of Repairs between Landlord and Tenant.

7. As per 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.

8. None

Liability for Council Tax

9. 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.

10. None

Hearing

11. Neither party requested 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.

The Property

12. The Property is a terraced house, offering the following accommodation:

    Property: 3 bedrooms, 2 reception rooms a kitchen and a bathroom

    Outside: A garden

    The Property benefits from central heating and double glazing throughout, laminate flooring in the reception rooms, tiles in the kitchen and bathroom and carpet elsewhere. The property was let furnished.

    The Property is situated in Aston with excellent links into Birmingham City Centre. It is in a selective licensing area.

Evidence

13. The parties completed the relevant MR1 (tenant), MR2 (landlord)

The Tenant

14. The Tenant made the following comments:

15. The tenant contends that the proposed increase of £320 per month is excessive and not justified by either the condition of the property or local market rents. The tenant describes the property as small and in need of extensive renovation,

noting that it lacks a driveway, has a very small third bedroom, a narrow kitchen and insufficient electrical outlets. The tenant further asserts that there are longstanding issues with damp, mould and mice infestation which have persisted since 2021 despite repeated reports to the landlord and agent. Additional complaints include cracks to internal walls, a broken garden fence resulting in a lack of privacy, exposed concrete and metal rods in the garden, and defects to the bathroom and kitchen fixtures, including cracked bath and sink units, a broken kitchen tap and poor-quality kitchen units. The tenant also states that the landlord has failed to keep the property in an adequate state of repair, citing ongoing boiler problems which allegedly remained unresolved for approximately three years before replacement.

16. The tenant further submits that, as the sole income earner in the household, the increase would impose a significant financial burden. The tenant states that he lives at the property with his wife and four children, three of whom attend local schools and a fourth who is due to commence nursery in September 2026. He says that the family relies upon local amenities and a nearby family support network, particularly as his wife does not drive and he works as a private hire driver. The tenant contends that relocating would disrupt the children's education and access to support. He also states that the rent increase has caused stress and anxiety for himself and his family, affecting their wellbeing. Finally, the tenant argues that the surrounding area is characterised by deprivation, crime and anti-social behaviour and that, when taken together with the condition of the property, these factors do not justify a rent of £1,200 per month.

17. The Tenant did not provide comparable rental evidence.

The Landlord

18. The Landlord made the following comments:

19. The landlord submits that a number of the matters raised by the tenant fall within the tenant's own responsibilities under the tenancy agreement. In particular, the landlord relies upon clause 7 of the assured shorthold tenancy agreement, which states that painting and decorating are the tenant's responsibility. The landlord further contends that the bath panel, the peeling lacquer on the kitchen units and the cracked bathroom sink are matters for which the tenant is responsible. The landlord also notes that did not identify any issues relating to mould during its inspection of the property.

    a) The landlord relies upon a licensing inspection report dated June 2025 in relation to the property, which recorded that the property was assessed as "satisfied (with conditions)." The report notes that the property was occupied by a single household comprising four adults and four children

and that the tenants had been in occupation since July 2021. The inspection recorded that smoke alarms and a carbon monoxide alarm were present and operational, that there were adequate waste and recycling facilities, and that no issues were raised regarding the security of the property.

b) The inspection report records the accommodation as comprising four bedrooms, including two bedrooms measuring 12.95 square metres, one measuring 9.62 square metres and a smaller bedroom measuring 5.51 square metres. The report also records a kitchen and living room facilities within the property.

c) The report further notes evidence of mice within the kitchen, including evidence of mice in a storage drawer. In addition, an inspector's note records "clean and replace vents."

d) Otherwise, the report records compliance with various licensing and safety requirements, including the presence of working smoke alarms, a carbon monoxide alarm and satisfactory electrical and gas safety documentation. No findings relating to damp or mould are recorded within the inspection report.

20. The following comparables were provided by the Landlord. All were screenshots from Zoopla showing just an image of the front of the property and generally provided only a single external photograph together with limited marketing particulars and did not include floorplans, measurements or comprehensive information regarding the size, layout or condition of the properties. The Tribunal was therefore unable to undertake a detailed comparison with the subject Property. No map was included to show where the properties were located and therefore the Tribunal was not aware whether they were in a comparable location.

a) Whitehall Road. A three-bedroom terraced house advertised at £1,350 pcm.
b) Goosemoor Lane. A three-bedroom terraced house with 1 bathroom and 2 reception rooms advertised at £1,275 pcm.
c) Ringinglow Road, A three-bedroom terraced house with 1 bathroom and 1 reception room advertised at £1,350 pcm. The property has a driveway as can be seen from the image.
d) Ilsley Road. A three-bedroom terraced house with 1 bathroom and 1 reception advertised at £1,250 pcm.
e) Jersey Road. A three-bedroom terraced house with 1 bathroom and 2 reception rooms advertised at £1,300 pcm.
f) Lime Tree Road. A three-bedroom end of terrace house with 1 bathroom and 1 reception advertised at £1,250 pcm.

g) Greenway. A three-bedroom terraced house with 1 bathroom advertised at £1,300 pcm.

Determination and Valuation

21. 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 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 Tenant are only considered if an application for hardship has been made.

22. The Tribunal has considered all of the evidence before it, including matters not specifically referred to in these reasons, and has given such weight to that evidence as it considers appropriate. In determining the open market rent, the Tribunal has had regard to its own specialist knowledge and experience of rental values within Birmingham together with the documentary evidence provided by the parties. The Tribunal has also considered the Tenant's evidence concerning the condition of the Property, the Landlord's response to those allegations and the photographic evidence provided by both parties.

23. The Landlord provided seven rental comparables in support of the proposed rent increase. The Tribunal has considered those comparables with care. However, the evidence consisted largely of screenshots from marketing particulars and provided only limited information regarding the size, layout, condition and specification of the properties. No floorplans, measurements or detailed descriptions were provided and the Tribunal was not supplied with sufficient information to assess the precise comparability of those properties with the subject property. The Tribunal therefore treats the comparables as providing a broad indication of market levels rather than direct comparables from which a precise valuation can be derived. Nevertheless, they demonstrate that three-bedroom houses in the locality are generally being marketed within the range of approximately £1,250 to £1,350 per calendar month.

24. The Tenant contends that the Property suffers from damp, mould, mice infestation, cracking to internal walls, a defective garden fence, dated fixtures and fittings and a number of other maintenance issues. The Landlord disputes aspects of those allegations and relies upon the Birmingham City Council licensing inspection undertaken in June 2025.

25. The Tribunal notes that the inspection report recorded evidence of mice within the kitchen and recommended that kitchen vents be cleaned and replaced.

However, the inspection did not identify damp or mould concerns. The report also confirms the modest size of the accommodation, including the third bedroom, which measures 5.51 square metres.

26. The Tenant also provided photographs showing elements of the Property which appear dated and in need of improvement, including aspects of the kitchen, bathroom, internal decoration and external areas. Whilst the Tribunal is unable to determine from photographs alone the precise cause or extent of every issue raised by the Tenant, the evidence satisfies the Tribunal that the Property is generally in a condition below that of a fully modernised open market rental property.

27. Relying upon its own expert knowledge of rental values in Aston and the surrounding area, together with the rental evidence supplied by the Landlord, the Tribunal considers that a three-bedroom terraced house in this location, if presented in a modernised condition and good state of repair, would be likely to achieve a rent in the order of £1,250 per calendar month on the open market. The Tribunal has had regard to the Property's location, its transport links into Birmingham City Centre and the accommodation provided, comprising three bedrooms and two reception rooms. Against this, the Tribunal notes the modest size of part of the accommodation, particularly the third bedroom, together with the absence of features commonly found in higher-value rental accommodation, including off-street parking.

28. Having regard to the condition of the Property as evidenced by the photographs, the dated nature of the kitchen and bathroom, the limited size of part of the accommodation, the evidence of mice infestation recorded within the licensing inspection and the other matters identified above, the Tribunal considers that a reduction of £200 per calendar month from the modernised market rent is appropriate.

29. The Tribunal notes that the Tenant contended for a market rent of £950 per calendar month, whilst the Landlord proposed a rent of £1,200 per calendar month. The Tribunal does not accept either figure. The Tenant's proposed rent does not adequately reflect prevailing market rents for comparable three-bedroom houses in the locality. Conversely, the Landlord's proposed rent does not adequately reflect the condition and limitations of the Property identified above. The Tribunal considers that £1,050 per calendar month represents the rent which the Property might reasonably be expected to achieve in the open market at the valuation date.

30. Accordingly, pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £1,050 per calendar month.

Open-Market Rent £1,050 pcm

Undue hardship

31. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.

32. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tribunal accepts that any increase in rent is likely to have some impact upon a tenant's finances. However, a finding of undue hardship requires evidence enabling the Tribunal to assess the nature and extent of the hardship said to arise. Although the Tenant states that he is the sole income earner and in receipt of Universal Credit, no documentary evidence concerning his income, expenditure, financial commitments or household finances has been provided. The Tribunal has therefore been unable to assess the extent of any hardship said to arise.

33. In those circumstances, the Tribunal is not satisfied that implementation of the rent determined by the Tribunal from the statutory commencement date would cause undue hardship and therefore declines to postpone the effective date.

34. The Tribunal determines the new rent amount at £1,050 per calendar month with effect from 10 October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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 after 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.