

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CS/MDR/2025/0004
Property	115 Denbeigh Drive Werst Bromwich B71 2RZ
Tenant	Omari Reid
Tenant's Representative	None
Landlord	Dwight Maxwell & Jennifer Maxwell
Landlord's Address	1 Tufail Drive Oldbury B69 3FT
Landlord's Representative	None
Date of Application	20 September 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) Mrs S Sohota
Date of Decision	03 September 2026
Rent Determined	£700.00 per calendar month
Date the new rent takes effect	1st October 2025

REASONS FOR THE DECISION

Background

1. On 01 September 2025 the Landlords served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £680.00 per month in place of the existing rent of £525.00 to take effect from 1st October 2025.
2. On 20 September 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 7th May 2021 for a term of twelve 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. None.

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.

Inspection/Hearing

8. Neither party requested an inspection. An remote oral hearing was held attended by both parties.

The Property

9. The Property is a first floor flat/maisonette offering the following accommodation:

Ground Floor: Entrance hall with store off. Stairs to: -

First Floor: Landing area with small cupboard off and further cupboard housing the boiler, living Room, kitchen, one bedroom and bathroom.

Outside: Garden area.

The Property benefits from gas fired heating and double glazing.

Evidence

10. The Tribunal has considered the submissions made by both parties in writing and at the hearing.
11. In writing and at the hearing the tenant submits:
 - a) He has replaced the lock on the front door. The cost was deducted from the rent paid.
 - b) Upgrades promised had not been completed but only emergency repairs.
 - c) The bathroom repairs/upgrades had been completed.
 - d) Kitchen upgrades remained outstanding including some tiling around the window, replacement of flooring and some redecoration. These were promised in 2022.
 - e) There was hole to the living room door which was caused by the tenant but this had not yet been replaced.
 - f) The Police Report submitted as part of the landlord's submissions related to a previous tenant and not to him.
 - g) He had replaced the fridge in the property.
 - h) The property was not in the condition than a new open market letting would be.
12. In writing and at the hearing the landlord submits:
 - a) Carpets, curtains and white goods are provided by the landlord.
 - b) When the tenant moved in the property was in 'as new' condition.
 - c) The bathroom has now been repaired and a new bath, floorboards and joists have been fitted to the bathroom together with a vanity basin and insulation. This took longer than expected due to access difficulties.
 - d) During the works the tenant was housed in a local hotel.
 - e) A new hob had been fitted.
 - f) A copy of the inventory at the commencement of the tenancy was submitted including photographs of the property.
 - g) Further photographs were submitted documenting the alleged damage/deterioration to the property during the tenant's occupation.
 - h) A schedule of damage allegedly caused by the tenant was submitted. In the opinion of the landlord this was not caused by wear and tear. The total repair costs were £2,890.00. An itemised list was submitted.

- i) A copy of a Police Report was submitted in respect of alleged obstruction by the tenant preventing the landlord accessing the property for routine inspections and maintenance. There had also been complaints from neighbours.
- j) One-bedroom flats in the B71 postcode are advertised at between £775.00-£850.00 per month.
- k) One-bedroom flats across West Bromwich regularly list for £700.00 and above.
- l) This property is a maisonette with private front and rear gardens.
- m) It has close proximity to bus and tram services, retail areas and the town centre.
- n) The rent proposed is below market rate.
- o) The landlord submitted comparables of five comparable one-bedroom flats offered at rents between £675.00-£775.00 per month.

Determination and Valuation

- 13. 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 £725.00 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.
- 14. Based on the photographs and evidence provided the general condition of this property as let to the tenant was good. The only outstanding works required are to the kitchen tiling, some kitchen decoration and possible replacement of the kitchen floor covering. The damaged living room door is the responsibility of the tenant. We have therefore made the following adjustments:

Market Rent	£725.00
Less <u>minor kitchen upgrade</u>	<u>£25.00</u>
Market Rent	£700.00

Decision

- 15. 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 £700.00 per month with effect from 01 October 2025.

Undue Hardship

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

Chairman: G S Freckelton FRICS

Date: 3rd 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.