	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CN/MNR/2026/0161
Property	16 Eton Road, Birmingham, West Midlands, B12 8AY
Tenant	Mr Majeed Abdul
Tenant's Representative	None
Landlord	Mr Humayun Mahmood
Landlord's Address	3 Clarence Road, Sparkhill, Birmingham, B11 3LD
Landlord's Representative	Midland Housing, 81 Stoney Lane, Sparkbrook, Birmingham, B12 8EQ
Date of Application	30 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge C Payne Tribunal Member Ms Julie Rossiter MBA MRICS
Date of Decision	21 October 2026
Rent Determined	£650 per calendar month
Date of Valuation	1 July 2026
Date the new rent takes effect	1 November 2026

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REASONS FOR THE DECISION

Background

1. On 29 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,200.00 per calendar month (pcm) in place of the existing rent of £600.00 pcm to take effect from 1 July 2026.

2. On 30 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 1 January 2020. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985, the Landlord is responsible for maintaining the structure and exterior of the Property and keeping in safe working order the installations for the supply of water, gas and electricity and for space and water heating. The Tenant is responsible for minor day-to-day maintenance.

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. Furniture is provided, comprising beds in two of the bedrooms, a wardrobe, and sofas in the lounge area, none of which is listed in the tenancy agreement. No services are provided by the Landlord.

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. No other facilities or services are included in the tenancy and the Tenant is not charged separately for anything else.

Hearing

8. Neither party requested an oral hearing and both the Tenant and the Landlord agreed to the Tribunal making a decision without one. 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

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

   Property: 3 bedrooms, a living room, kitchen and bathroom.

   Outside: rear garden

   The Property benefits from a gas central heating system and double-glazed windows. Two bedrooms have a wooden floor; one bedroom and the staircase are carpeted.

   The Property is located in Balsall Heath, Birmingham, B12 8AY.

Evidence

10. The parties completed the relevant MR1 (Tenant, 30 June 2026), MR2 (Landlord, 4 August 2026) and MR3 (Tenant's reply, 12 August 2026).

The Tenant

11. The Tenant made the following comments:

    a) The Tenant provided a Property Condition Report formally documenting the condition of the Property and objecting to the proposed rent increase.

    b) Based on the Property's current condition and pending repairs, the Tenant considers a fair market rent would be £600 pcm. The Tenant indicated they would be willing to pay £750 pcm if the Landlord completed all necessary repairs to a high standard.

12. The Tenant did not provide comparable rental evidence, relying instead on the Property Condition Report and disputing the Landlord's comparables as inapplicable given the Property's disrepair and the difference in property types.

a) The Tenant noted the market history of the Landlord's comparable property at Main Street, B11, which was reduced from £1,500 to £1,200 after failing to attract a tenant, and which benefits from a private driveway, garden and newly refurbished interior that this Property lacks.

The Landlord

13. The Landlord made the following comments:

a. The Landlord confirmed that they still wished to charge the rent proposed in the Section 13 notice of £1,200 pcm.

b. The Landlord relied upon a Best Price Guide report of available properties to let of similar 3-bedroom houses within a 1-mile search radius provided to the Tribunal. However, the evidence remained subject to limitations. The guide generally only provided a single external photograph 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. The Landlord also provided a separate Best Price Guide report of available properties to let for 1-bedroom flats. The Tribunal did not consider the 1 bedroom flat comparables, as a 1-bedroom flat is not commensurate with the Property, a 3-bedroom terraced house.

c. The Landlord made no submissions regarding the condition of the Property.

14. The following comparables were provided by the Landlord:

a) £1,100 pcm, Medley Road, Birmingham B11, 3-bedroom terraced house, 0.65 miles from the Property.
b) £1,200 pcm, Main Street, Birmingham B11, 3-bedroom terraced house, 0.77 miles from the Property.
c) £1,300 pcm, Oakfield Road, Birmingham B12, 3-bedroom terraced house, 0.87 miles from the Property.
d) £1,200 pcm, Weston Lane, Birmingham B11, 3-bedroom terraced house, 1 mile from the Property.

Determination and Valuation

15. 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.

16. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,100.00 pcm. The Landlord's comparables of 1-bedroom flats were not considered, as these are not commensurate with the Property, a 3-bedroom terraced house. This is the rent we would expect the property to let for in the open market at the valuation date if it was in the same general condition as the comparable properties.

17. The Tribunal noted that the Property was in very poor condition, with a number of serious hazards present that need urgent attention from the Landlord. The Landlord made no submissions in response to the Tenant's evidence of extensive disrepair. As such, the Tribunal has made adjustments in relation to the following:

    a) Broken staircase and handrail. The photographs show the staircase is broken and presents a severe trip and fall hazard. As a result, the top-floor room cannot be safely accessed The wooden handrail is split and damaged with sharp, exposed edges, which the Tribunal was told has already caused injury to the Tenant. Adjustment: £100.00.
    b) Damp and mould throughout the kitchen, living room and bathroom. The photographs of the living room walls show bubbling, lifting and peeling plaster with widespread staining and mould from a historic plumbing leak. The photographs of the kitchen show extensive mould and water staining. The photographs of the bathroom ceiling and walls show significant mould growth presenting a respiratory health risk. Adjustment: £100.00.
    c) Kitchen Condition. The Tenant submitted that the built-in fridge-freezer has not worked since 2020. The kitchen tap is leaking and the kitchen sink is detaching from the unit. It is currently propped up with a stick. Adjustment: £100.00.
    d) Bathroom Condition. The sink has detached from its fitting and rests on a crumbling, unstable base. The floor tiles are cracked and broken. The door lock is broken and there is a chunk of the door missing. The window handle is broken, preventing the window from closing, which is contributing to the mould problem and renders it impossible to secure the Property. Adjustment: £100.00.

e) Faulty lights upstairs. The ceiling lights on the first floor spark and operate unreliably, presenting a significant electrical hazard and a risk of fire or electric shock. Adjustment: £100.00

f) Debris in Garden: The Landlord has left abandoned construction debris in the garden significantly reducing amenity, and a rear door/gate does not close or lock properly. Adjustment: £25.00

g) Landlords Belongings Left in Property. The Landlord has left belongings in closets in the property, reducing the ability of the Tenant to store their items. Adjustment: 25.00

The full valuation is shown below:

Starting Rent		£1,100.00 pcm
Less		
a)	Items given under a) above	£100
b)	Item given under b) above	£100
c)	Item given under c) above	£100
d)	Item given under d) above	£100
e)	Item given under e) above	£100
f)	Item given under e) above	£25
g)	Item given under e) above	£25
		£550.00
Open-Market Rent		£550.00 pcm

Undue Hardship

18. Under section 14ZB(3) Housing Act 1988 (as inserted by section 7 of the Renters' Rights Act 2025), the new rent takes effect from the beginning of the new period specified in the Landlord's notice if that date is on or after the date of determination, or otherwise from 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.

19. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because he is on a low income, and both occupants suffer from ongoing health conditions, and the increase would directly impact their ability to afford basic necessities, compounded by paying a premium rate for a property with active safety defects. In support, the Tenant

provided an HMRC taxable income summary for the named Tenant only, showing income of £800 over the two months to 5 June 2026. No details were provided of the second occupant's circumstances, or of the nature or amount of any Universal Credit or other benefit received by the household.

20. The Landlord did not provide any evidence in response to the Tenant's application for postponement due to hardship.

21. The threshold for demonstrating undue hardship is high. The Tenant has produced limited evidence to support their submissions. On the basis of the evidence provided, the Tribunal considers that for the increase to take 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 would not cause undue hardship and does not fix a later starting date.

Decision

22. The Tribunal determines the new rent amount at £650.00 per calendar month with effect from 1 November 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.