	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CR/MNR/2026/0059
Property	11 Brockley Close Brierly Hill West Midlands DY5 3HF
Tenant	Dominic Cox
Tenant's Representative	None
Landlord	Xue Qing Liu & Hong Yan Luo
Landlord's Address	31 Christopher Road Birmingham B29 6QJ
Landlord's Representative	Connells Estate Agents
Date of Application	04 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr G S Freckelton FRICS (Chairman) Mr C Cox
Date of Decision	28th October 2026
Rent Determined	£850.00 per calendar month
Date the new rent takes effect	16 March 2026

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REASONS FOR THE DECISION

Background

1. On 03 February 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £925.00 per month in place of the existing rent of £850.00 to take effect from 16 March 2026.

2. On 04 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 assured tenancy commenced on 16 September 2013 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. An inspection was requested by the tenant which was rejected by the Tribunal and the parties were invited to submit photographic evidence. A remote oral hearing was requested by the tenant and arranged for 28 October 2026. Neither party attended the hearing.

9. The Tribunal has therefore considered this case on the basis of the papers provided by the tenant and its own knowledge and specialist expertise.

The Property

10. The Property is understood to be a semi-detached house. Unfortunately, no further information regarding the accommodation was provided to the Tribunal.

Evidence

11. The Tribunal has considered the written submissions provided by the tenant.

12. The tenant submits:

    a) The property is not in good condition.
    b) Most of the interior doors do not close properly.
    c) There is a lack of power sockets to the lounge and kitchen.
    d) Some floorboards to the first floor require refitting.
    e) Repairs are not professionally undertaken.
    f) The kitchen light does not work despite a repair being attempted.
    g) Repairs are undertaken by the family of the landlord to a poor standard.

13. On 5th October the landlord sent an email to the Tribunal confirming that the landlord had agreed with the tenant not to increase the rent.

14. The landlord submitted a request to withdraw the application on 10th October 2026. This was out of time. No other written submissions had been made by the landlord and the request was not signed by the tenant. The landlord cannot unilaterally withdraw the application. Therefore, the Tribunal rejects this application.

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 £975.00 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.

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:

a)	Defective doors	28.00	
b)	Kitchen light requires repair	15.00	
c)	Lack of power sockets to kitchen and lounge	20.00	
d)	Repairs to floorboards	12.00	
e)	General condition as described	50.00	
	Total		£125.00

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 £850.00 per month with effect from 16 March 2026 (£975.00-£125.00)

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 asked the Tribunal to fix a later starting date in this case. He says he was barely able to afford the last increase and a further increase is too much and would place a strain on his household.

20. The Landlord did not respond to the Tenant's application for postponement due to hardship.

21. As a result of our decision the rent will not increase. The tenant has not provided any details of income or explained why a later start date should be fixed. The Tribunal therefore declines to set a later start date.

Chairman: G S Freckelton FRICS Date: 28 October 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.