	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CN/MNR/2026/0094
Property	24 Packwood Close Handsworth Wood Birmingham B20 2DJ
Tenant	Tena Nashalee Brooks
Tenant's Representative	None
Landlord	Mrs Ruhana Saiyed
Landlord's Address	c/o 91 Grove Lane Birmingham B20 2DJ
Landlord's Representative	Hampstead Homes
Date of Application	14 April 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	£920.00 per calendar month
Date the new rent takes effect	28 October 2026

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REASONS FOR THE DECISION

Background

1. On 05 March 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,100.00 per month in place of the existing rent of £875.00 to take effect from 28 April 2026.

2. On 14 April 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 28 February 2023 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. 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 as it was considered that there were sufficient photographs provided by both parties to enable the Tribunal to assess the property. The tenant requested a hearing and a remote oral hearing was arranged on 28 October 2026. Neither party attended the hearing.

9. 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

10. The Property is an end terraced house offering the following accommodation:

    Ground Floor: Living room, kitchen.

    First Floor: Landing, one double bedroom, one single bedroom, bathroom.

    Outside: Garden.

    The Property benefits from gas fired heating and double glazing.

11. On 2nd October 2026 the tenant sent an email to the Tribunal confirming that she wished to withdraw the application as she had left the property. The Tribunal sent the tenant a Withdrawal Application Form to complete but this was not returned to the Tribunal.

Evidence

12. The Tribunal has considered the written submissions provided by the tenant and the landlord.

13. The tenant submits:

    a) The kitchen ceiling is damaged.
    b) There is condensation to the windows and mould.
    c) The ground and first floor coverings require replacement.
    d) She has painted the kitchen and fitted handles to the kitchen units.

14. Photographs were submitted showing condensation to a bedroom window, mould to kitchen cupboards and damage to the kitchen ceiling. A further photograph showed the rear lawned garden.

15. The tenant submits that the market rent of the property should be in the region of £900.00-£950.00 per month.

16. The landlord submits:

    a) The sum of £2,360.00 was spent on repairs/maintenance in 2025.
    b) The local authority has inspected the property and no mould was discovered.
    c) The landlord had not been informed about any mould by the tenant.
    d) The proposed rent reflects the current market rent for similar properties.

17. The landlord submitted photographs of the interior and exterior of the property taken during a periodic inspection.

18. The landlord submits the following comparable evidence:

    a) An older type two-bedroom mid-terraced house in Somerset Road, Handsworth Wood, Birmingham offered at £1,050.00 per month.
    b) An older type two-bedroom mid -terraced house in Farnham Road, Birmingham offered at £1,100.00 per month.

Determination and Valuation

19. From the photographs provided it appears to the Tribunal that the damp and mould in the property is probably caused by condensation rather than any structural defect. In the experience of the Tribunal this is often caused by a lack of adequate heating and ventilation.

20. 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.

21. 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		£975.00
a) Damage to kitchen ceiling	3.00	
b) Replacement of floor coverings	40.00	
Tenant Improvements		
a) Painted kitchen and replaced door handles	12.00	
Total		£55.00
Market Rent		£ 920.00

Decision

22. 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 £920.00 per month with effect from 28 April 2026.

Undue Hardship

23. 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.

24. The Tenant has asked the Tribunal to fix a later starting date in this case. She says she is not working and is a single parent with three children to support.

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

26. As a result of our decision the rent will increase by £45.00 per month. The date specified in the landlord's notice was 28 April 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 28 October 2026.

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.