	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00CN/MNR/2026/0119**
Property	**Apartment 626, The Kettleworks, 126 Pope Street, Birmingham B1 3DQ**
Tenant	**Karol Quiroga**
Tenant Representative	**None**
Landlord	**Oliver Wickham**
Landlord's Representative	**Wentworth and Rose**
Date of Application	**30th April 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge David Jackson** **Mr Ian Humphries BSc FRICS** **Mr Derek Douglas**
Date of Decision	**2nd November 2026**
Rent Determined	**£1,150 per calendar month**
Date the new rent takes effect	**1st May 2026**

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REASONS FOR THE DECISION

Background

1. On 19th March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1250 per calendar month in place of the existing rent of £1150 per calendar month to take effect from 1st May 2026.

2. On 30th 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 30th September 2024. The rental period is monthly. Following a change of sharer, Korina Lamperi entered into a further tenancy agreement on 1st April 2025. No joint tenancy agreement was entered into which the Tenant describes as an administrative irregularity. At 11.3 of her application the Tenant does not raise any issues as to the tenancy agreement. The Tenant does not dispute the validity of the Landlord's notice (4.2 of application form).

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 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.

The Property

8. The Property is in a large residential scheme known as 'The Kettleworks', built in 2018-9 by redeveloping the former Swan Kettle site in Pope Street, Hockley, in

the Jewellery Quarter, about half a mile west of Birmingham city centre. When built, it was one of the largest residential schemes in Birmingham comprising 291 flats in blocks on both sides of Pope Street, some within the original 1890 buildings but the majority as new build.

9. The Property is described in correspondence with the Tribunal as 'Fourth Floor', but the developers designated it as on the Fifth Floor, Level 6. It is on the top floor of the building, the lower floors being parking decks with some retail on the ground floor. The Property is accessed via a lift which opens to a communal landing with doors leading out to a 'terrace', a paved area with 21 flats built around the periphery, each having a flat roof and accessed via the paving. The terrace is left as a communal area in the centre of the building, a large open space surrounded by the 21 flats.

10. The Property is accessed by crossing the paving. There is a small area next to each flat enclosed by a low brick wall surmounted by steel fence, but it provides sufficient room to create a private seating area which the Tenant refers to as 'the patio'. From the patio, double glazed patio doors lead directly into the accommodation that comprises an open plan living room / kitchen, a small hall with airing cupboard, two bedrooms, one of which has an en-suite, and bathroom. Space heating is provided by electric panel heaters. There is no allocated parking with the flat.

11. The scheme has a concierge desk in the ground floor reception hall and residents have use of a communal gym. Both concierge desk and gym are in an adjacent block.

Inspection

12. The Tribunal inspected the Property on the morning of 29th October 2026 in the presence of the Tenant only. The Landlord did not attend at the inspection.

13. The Tribunal carried out a visual inspection of the Property for the purpose of identifying matters affecting the market rent of the Property under s.14 Housing Act 1988.

14. The "terrace" paved area over which access is gained to the Property is surfaced with concrete paving slabs, some artificial grass, wooden planters and wooden seating areas to create a garden effect. The slabs around the planters are supported by what appear to be plastic or steel pillars around 300mm high, resting on the concrete roof deck below and on timber bearers adjacent the planters and artificial grass. There are several slabs around the planters that are no longer supported on the planter side, resulting in slabs dropping on one side

at an angle of about 45 degrees. Dry rot can be seen in joinery at the base of the planters. The unsupported slabs have been recognised as a potential trip hazard and warning cones have been deployed. There are other slabs, not adjacent to planters, that are loose and uneven.

15. There has clearly been rainwater ingress under the patio door frame into the flat, evidenced by raised and damaged composite flooring sheets in the living room. The vinyl surface is lifting and exposing soft material below. It was not raining during the Tribunal inspection and the floor was dry, but the damage to the flooring was clearly evident.

16. There is a damp stain on the living room ceiling about 1500 mm from the head of the patio doors. The underlying cause has not been established.

Hearing

17. A hearing, by way of remote video platform took place on 29th October 2026. Both Tenant and Landlord were in attendance at the hearing.

Evidence

The Tenant

18. The Tenant's case is based on longstanding water ingress, damaged flooring, damp and mould affecting the living room/ kitchen. Within her evidence the Tenant has produced emails, photographs and videos of events that occurred in 2022, 2024 and 2026.

19. The Tenant also raises issues of lack of maintenance of mechanical ventilation system and lack of windows in bathroom and ensuite shower room.

20. The Tenant describes the issue as "persistent". The Tenant has had to clear water during periods of rainfall and snow. She has had to use heating to dry condensation and damp. She describes damp/mould.

21. The Tenant explains at 11.3.3 that despite making considerable efforts to resolve the matter with contractors in 2022 she felt unable to peruse matters further at that time.

22. It is not the function of the Tribunal to make a determination as to claims of historic disrepair. Our statutory duty is to determine the market rent payable from 1st May 2026. Our finding is that there have been intermittent complaints of water ingress in 2022, 2024 and 2026 by email to Landlord's managing agents.

23. The Tenant has produced 4 comparables:

- Arthur Place B1 - £1,150 pcm. The Tenant describes this as a two bedroom, two bathroom "refurbished benchmark".
- Lion Court, Jewellery Quarter B18 - £1,150 pcm. The Tenant describes this as a "larger property".
- The Foundry, Jewellery Quarter B1 - £1075 pcm. The Tenant indicates this is comparable in layout and specification to the subject Property and is a "lower rent" comparable.
- The Goods Yard, Jewellery Quarter B18 £1,125 pcm which the Tenant says is an "upper market benchmark".

All four comparables sit at and around the existing rent and below the rent proposed by the Landlord.

The Landlord

24. The Landlord's case is that this two bedroom apartment benefits from a 24 hour concierge service and residents' gym. There is a "clear premium" because the Property has a private roof garden.

25. The Landlord relies on a single comparable of a 2 bedroom apartment for rent with Martin & Co. at £1250 pcm.

26. At 2.3 of MR2 the Landlord disagrees with the suggestion that there has been continuous unresolved disrepair since 2022. The Landlord says that contractors were instructed by managing agents in 2022 and that any issues were investigated and addressed. The Landlord not been made aware of any unresolved issues since 2022. The Landlord has produced 9 invoices from Smile PM which demonstrate that he has attended to all issues and kept the Property in good repair.

Determination and Valuation

27. The comparables produced by both Landlord and Tenant are between £1075 and £1250 per calendar month. The Property has some outside space which the Tribunal would describe as a patio rather than roof garden. However, it does not have allocated parking. We find that in good repair the Property might reasonably be expected to be let in the open market at the top end of the range of comparables produced by the parties, say, £1250 per calendar month.

28. However, there is significant damage to the flooring cause by water ingress. The Tribunal entirely understands the distress this has caused the Tenant.

29. The Landlord was taken aback when informed, at the outset of the hearing, of our findings on inspection. We entirely accept his evidence that the managing agents had not passed the Tenant's complaints on to him and that he was unaware of those issues at the Property.

30. The damage to "the terrace" paved area over which access is gained to the Property will also affect market rent. It is unattractive and potentially a trip hazard.

31. We find that the three issues we noted on inspection (fault with terrace paving, water ingress under patio door frames and damp stain on living room ceiling) reduce the open market rental value of the Property by £100 per calendar month. Applying that reduction for condition/disrepair results in an open market rent of £1150 per calendar month.

Undue hardship

32. At 13.1 of her application the Tenant did not suggest that any rent increase would cause hardship. In any event as we have rejected the Landlord's proposed new rent no issue of hardship arises.

Decision

33. The Tribunal determines the market rent at £1,150 per calendar month with effect from 1st May 2026.

D Jackson
Regional Judge

Either party may appeal this Decision to the Upper Tribunal (Lands Chamber) but must first apply to the First-tier Tribunal for permission. Any application for permission must be in writing, stating grounds relied upon, and be received by the First-tier Tribunal no later than 28 days after the Tribunal sends its written reasons for the Decision to the party seeking permission.