	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00CS/MRA/2026/0045**
Property	**42 Roman Way, West Bromwich, B71 3NZ**
Tenant	**Toby Freeman** **Obina White**
Tenant's Representative	**N/A**
Landlord	**Citra Living Properties (No.3) Limited**
Landlord's Address	**C/O Ascend Properties, Stafford Court, 145 Washway Road, Manchester, M33 7PE**
Landlord's Representative	**Ascend Properties**
Date of Application	**22 July 2026**
Type of Application	**Determination of a Market Rent under sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Tribunal Member A Churchill BSc MRICS**
Date of Decision	**23 October 2026**
Rent Determined	**£1,100 pcm**
Date the new rent takes effect	**5 November 2026**

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REASONS FOR THE DECISION

Background

1. On 22 July 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,275 per calendar month(pcm) in place of the existing rent of £1,225 pcm to take effect from 5 November 2026.

2. On 22 July 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The assured tenancy commenced on 5 September 2023 for a term of 12 months ending on 4 September 2024. 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 Tenants are 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 oral hearing. 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 Tribunal was provided with only limited information regarding the Property. The Tenants described it as a two-bedroom house with one reception room, gas central heating, electric heating and double-glazed windows. In the Landlord's MR2 form, the Landlord simply adopted the description provided by the Tenants.

10. This level of detail was of limited assistance to the Tribunal. No information was provided regarding the type of property, such as whether it was terraced, semi-detached or detached, nor were details given of the size and layout of the accommodation, the presence of any garden or off-street parking, or any other features relevant to the assessment of market rent. As a result, the Tribunal was unable to form a clear picture of the Property or to undertake a meaningful comparison with other properties.

11. In the absence of adequate evidence from the parties, the Tribunal referred to publicly available mapping imagery in an attempt to establish basic information about the Property, including its type and age. However, this exercise proved of limited value. Google Maps showed only a development site, while the available Google Earth imagery depicted neighbouring properties but did not include the subject Property itself. Consequently, the Tribunal was unable to obtain any reliable further information regarding the nature or characteristics of the Property from those sources.

Evidence

12. Both the Tenants and the Landlord returned the Tribunal's Reply forms.

The Tenants

13. The Tenants do not consider the proposed increase to reflect the open market rent for the area. They state that the rent has been increased on several occasions over the years and contend that those increases have been excessive when compared with similar local properties. In support of this, the Tenants refer to a friend's three-bedroom property in the vicinity, which is let at £1,280 per month and has not been subject to any rent increases since the tenancy commenced, although no evidence in support of this point was adduced. The Tenants therefore question why the rent for their two-bedroom property is proposed at a similar or higher level. The Tenants further submit that the proposed rent fails to take sufficient account of local rental values, the condition of the property, and comparable properties in the area, and asks the Tribunal to determine a fair market rent based on the evidence before it.

14. The Tenants did not provide any comparables. The only evidence provided by the Tenants was one photograph of one of the bedrooms which seemed to show the room to be in a good, modern condition.

The Landlord

15. The Landlord relied upon a Best Price Guide prepared by its representatives using properties advertised on Rightmove within a five-mile radius of the Property. The Guide identified three two-bedroom properties being marketed at rents between £1,300 and £1,400 per calendar month. The Tribunal found that this evidence carried little evidential weight.

16. The Guide consisted largely of brief marketing particulars and, in most cases, a single external photograph. It did not include floorplans, measurements, EPC information, or sufficient details regarding the size, layout, specification, condition or amenities of the comparable properties. Such information is fundamental to any meaningful assessment of comparability. In its absence, the Tribunal was unable to determine whether the cited properties were genuinely comparable to the subject Property or whether any apparent similarities were superficial only.

17. The Tribunal was further hampered by the complete absence of reliable information regarding the subject Property itself. As noted above, neither party provided sufficient evidence to establish even the basic characteristics of the Property, including whether it was terraced, semi-detached or detached. Whilst one of the Landlord's comparables was a terraced property and two were semi-detached properties, the Tribunal was unable to assess the significance of those distinctions because it did not know the type of the subject Property. Nor did the Guide include any map or location information enabling the Tribunal to assess whether the comparables were situated in areas attracting similar rental values.

18. In the circumstances, the Tribunal was unable to carry out the detailed comparative exercise required to place significant reliance on the Landlord's evidence. The Best Price Guide amounted to little more than evidence of asking rents for a small number of properties of broadly similar accommodation within a wide geographical search area. It did not provide a sufficient evidential basis upon which the Tribunal could confidently assess the market rent of the subject Property.

19. The Tribunal also had virtually no evidence regarding the condition, state of repair, presentation or internal accommodation of the subject Property. The Tenant relied upon a single photograph and neither party supplied a comprehensive photographic schedule, inventory, floorplan or detailed description of the accommodation.

20. The condition and quality of a property are often factors of considerable significance when assessing market rent. Without reliable evidence regarding the condition of the subject Property, the Tribunal was unable to determine whether the Landlord's comparable properties reflected a similar standard of accommodation. Equally, the Tribunal could not assess whether any differences between the properties would justify adjustments to the rents being sought as comparables.

21. The burden rests upon the parties to provide the evidence necessary to enable the Tribunal to assess the market rent. In this case, the evidential deficiencies were such that the Tribunal was unable to conclude that the Landlord's comparables were truly comparable. The Tribunal therefore attached very little weight to that evidence when determining the appropriate market rent.

Determination and Valuation

22. The Tribunal has considered all of the evidence before it, including matters not expressly referred to in these reasons, and has given such weight to that evidence as it considers appropriate.

23. The Tribunal was not persuaded that the rent proposed by the Landlord, namely £1,275 per calendar month, represented the market rent of the Property. The evidential deficiencies identified above significantly limited the assistance that could be derived from the parties' evidence. In particular, the Tribunal was unable to conclude that the properties relied upon by the Landlord were truly comparable to the subject Property and therefore attached little weight to that evidence. Equally, the Tribunal was provided with only limited information regarding the characteristics and condition of the Property itself.

24. Whilst the Tribunal attached little weight to the Landlord's comparable evidence for the reasons set out above, it nevertheless considered that the evidence demonstrated that the proposed rent sat towards the higher end of the range for comparable residential accommodation in the locality. In circumstances where neither party had provided detailed evidence of the Property's accommodation, condition or distinguishing features, the Tribunal was not satisfied that such a premium was warranted.

25. The Tribunal therefore relied upon its own expertise and experience as a specialist tribunal determining market rents in the area. Drawing upon that experience, and taking account of the limited evidence available, the Tribunal concluded that a hypothetical willing tenant would not be expected to pay £1,275 per calendar month for the Property on the open market. Rather, the Tribunal considered that the Property would command a rent materially below that figure.

26. Doing the best that it could on the evidence before it, the Tribunal determined that the market rent of the Property is £1,100 per calendar month. In the Tribunal's judgment, that figure more accurately reflects the rent which the Property might reasonably be expected to achieve on the open market, having regard to its known characteristics and the absence of evidence justifying a higher rental value.

Market rent **£1,100 pcm**

Undue hardship

27. 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.

28. The Tenants have asked the Tribunal to fix a later starting date in this case. They say they will otherwise be caused undue hardship as any increase is due to cause hardship.

29. The Tribunal accepts that any increase in rent is likely to impact upon a tenant's finances. However, a finding of undue hardship requires evidence from which the Tribunal can assess the nature and extent of the hardship said to arise. No such evidence has been provided. In any event, as the market rent as assessed is lower than the current rent, then the Tribunal makes no finding of undue hardship.

Decision

30. Therefore, the Tribunal determines the market rent at £1,100 per calendar month with effect from 5 November 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.