	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00CU/MRA/2026/0047**
Property	**144 Collingwood Drive, Birmingham, B43 7JJ**
Tenant	**Kelly Windsor** **Peter Higgs**
Tenant's Representative	**N/A**
Landlord	**John Davies**
Landlord's Address	**c/o Paul Carr Estate Agents, 133 Chester Road, Birmingham, B74 2HE**
Landlord's Representative	**Paul Carr Estate Agents**
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	**£1,075 per calendar month**
Date the new rent takes effect	**29 October 2026**

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REASONS FOR THE DECISION

Background

1. On 24 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,155 per calendar month(pcm) in place of the existing rent of £1,100 pcm to take effect from 29 August 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 29 August 2025 for a term of 12 months ending on 28 August 2026. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant

4. As per section 11 of the Landlord and Tenant Act 1985.

Service 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 Property is an end of terrace house offering the following accommodation:

   Two bedrooms, kitchen/breakfast room, lounge and bathroom. Outside it has a driveway and rear garden.

   The Property is situated in the Great Barr area of Birmingham with good train and bus links to the city and lots of local amenities.

Evidence

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

The Tenants

11. The Tenants contended that the existing rent of £1,100 per month already reflected, or exceeded, the market rent for the property. They relied on online valuation tools and searches of local property listings, which they said showed comparable or larger properties available at similar or lower rents. They argued that the Landlord's comparables were outdated and that average rental data for the area was distorted by the prevalence of larger three-bedroom properties. They submitted that current market evidence demonstrated that the proposed rent was excessive.

12. The Tenants also raised concerns regarding the condition of the property. They stated that during the 2025-2026 winter period they experienced significant difficulties maintaining an adequate internal temperature, with some rooms allegedly falling to around 9°C despite prolonged use of the heating. They reported concerns regarding the property's lack of insulation, the effectiveness and age of the radiators, and the presence of ventilation openings which they said admitted cold air. They submitted that these issues resulted in increased energy costs and required them to purchase additional heating and insulation measures. The Tenants further stated that they had raised these matters with the letting agent and that improvements had not been carried out. They considered these factors relevant to the rental value of the property.

13. The Tenants further submitted that the property was not in the condition described by the Landlord. They disputed that it had been newly decorated when let, referring to paintwork defects and touch-up repairs. They also referred to water ingress shortly after moving into the property, which led to staining, mould growth and damage to internal decorations. They stated that extensive roof works were subsequently undertaken, and further remedial works were required. Although the water ingress issue was eventually resolved, they contended that

damage to decorations remained and that the condition of the property was materially different from when it was first marketed.

14. Finally, the Tenants submitted that the costs incurred by the Landlord in carrying out roof and repair works should not be treated as justification for a higher rent, as such works arose from the age and condition of the property and would have been necessary irrespective of the tenancy. They referred to correspondence which they understood indicated that repair costs were a factor in the proposed rent increase.

15. Seven comparables were provided by the Tenant. They consisted of screenshots from Rightmove listings. All of the listings contained only a single photograph and the advertised rent. No other information was provided. There were no floorplans, dimensions or detailed particulars, and the limited photographs did not enable the Tribunal to assess adequately the size, layout, condition, specification or accommodation of the properties. As a consequence, the Tribunal was unable to determine fully the extent to which the properties were comparable to the subject Property and attached limited weight to them.

The Landlord

16. The Landlord stated that an inventory had been provided to confirm the property's features, fixtures, and fittings. The Landlord disputed any suggestion that there are problems with the heating system, asserting that it is operating at full capacity following repairs and a complete system flush. The Landlord also noted that the property is an end-terrace house with a side entrance.

17. The Landlord relied upon a Best Price Guide prepared by a letting agent using properties advertised on Rightmove within a one-mile search radius. The guide contained more detailed information than the Tenant's comparables and identified a number of two-bedroom end of terrace or semi-detached properties advertised between £1,075 and £1,200 per calendar month. However, the evidence remained subject to limitations. The guide generally provided only a single external photograph together 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.

18. The Tribunal therefore treated the comparables as providing a useful indication of prevailing market rents but approached direct comparisons with caution.

a) Southgate Road. A two-bedroom semi-detached house advertised at £1,200 per calendar month**.**

b) Bandywood Road. A two-bedroom terraced house advertised at £1,150 per calendar month**.**

c) Chantrey Crescent. A two-bedroom house (it was unclear if it was terraced or semi-detached) advertised at £1,100 per calendar month**.**

d) Beacon Road. A two-bedroom end of terrace house advertised at £1,075 per calendar month**.**

19. The Tribunal found that the property at Beacon Road was the one located within the closest proximity to the subject Property and the best comparable. It was in the same location as the subject Property was an end of terrace with 2 bedrooms and a driveway. Unfortunately, as none of the comparables had any dimensions or any other details to fully compare the properties, this was not definitive and therefore the comparables were considered as a starting point for considering the appropriate market rent.

Determination and Valuation

20. 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.

21. Relying upon its own expert and general knowledge of rental values in the area, together with the comparables provided by both parties, the Tribunal determines that the market rent of the Property is £1,075 per calendar month. The Tenant contended for a market rent of £1,100 per calendar month, whilst the Landlord sought a rent of £1,155 per calendar month. The Tribunal was not persuaded that either figure accurately reflected the market evidence before it. The Tenants' figure was supported by comparables to which the Tribunal attached limited weight due to the limited information available. Conversely, whilst the Landlord sought a rent of £1,155 per calendar month in the section 13 notice, the Landlord's own valuation evidence assessed the reasonable rental value of the Property at between £1,075 and £1,200 per calendar month.

22. The Tribunal found that the valuation evidence, together with the comparable evidence relied upon by the Landlord, to be of greater assistance than the figure proposed in the section 13 notice itself. Taking all relevant factors into account, the Tribunal concluded that £1,075 per calendar month most accurately reflects the rent which the Property might reasonably be expected to achieve on the open market.

23. The Tenants contend that the property suffers from inadequate heating and poor thermal efficiency. They state that rooms regularly fail to reach recommended

temperatures despite prolonged use of the heating, that radiators are old, undersized and largely non-adjustable, and that the property lacks adequate insulation. They also report a permanent wall vent in the living room which allows cold air to enter and cannot be closed. The Tenants say these issues make the property excessively cold in winter, resulting in high energy costs and the need for supplementary heating measures.

24. The Tenants report that shortly after moving into the property, water penetrated the main bedroom and bathroom due to roof defects, causing staining, dampness and mould growth. A replacement roof was installed in December 2025 and further external works were undertaken in January 2026. The Tenants accept that the water ingress issue has now been resolved, but state that the walls remain cosmetically damaged and require redecoration. They also refer to alleged defects in the decorative condition of the living room, including uneven paintwork and bubbling paint.

25. The Landlord disputes the Tenants' allegations regarding the heating system and maintains that, following repairs and a full system flush, the heating is operating at full capacity. The Tribunal has also been provided with photographs by the tenants which generally suggest that the property is in a reasonable state of repair and condition. However, there remains a dispute between the parties regarding the adequacy of the heating, and the tenants have referred to a number of historic issues including water ingress, damp and associated remedial works. Whilst some of those matters are said to have been resolved, the Tribunal cannot be satisfied on the evidence before it as to the current extent of any outstanding defects or whether all necessary remedial works have been completed. In those circumstances, the Tribunal considers it appropriate to make a deduction of £100 per month to reflect the uncertainty surrounding the condition of the property and whether all reported maintenance issues have been fully rectified. Accordingly, the Tribunal assesses the market rent at £1,075 per month.

Market rent **£1,075 pcm**

Undue hardship

26. The new rent takes 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 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.

27. The Tenants have asked the Tribunal to fix a later starting date in this case. The Tenants say they will be caused undue hardship because the property's poor energy efficiency results in unusually high gas and electricity costs and that they

are concerned about meeting future winter heating expenses alongside rising household costs, including energy, water, council tax, fuel and food. They also refer to a recent family bereavement, which has resulted in funeral expenses, loss of income due to time away from work, and additional financial pressures. The Tenants say that the proposed rent increase and the stress of the tribunal proceedings have compounded these difficulties.

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

29. The Tribunal accepts that the Tenants have expressed concerns regarding their financial circumstances, including the cost of utility bills, wider increases in household expenditure and a recent family bereavement. However, the Tenants have not provided any documentary evidence to substantiate the nature or extent of the financial hardship alleged. The Tribunal notes that its determination results in a market rent which is lower than the rent currently payable by the tenants. In those circumstances, the determination does not give rise to any increase in the tenants' rental liability. Accordingly, in the absence of evidence establishing undue hardship, the Tribunal is not satisfied that there is any basis upon which to direct a later commencement date, and the determined rent shall therefore take effect from the statutory commencement date.

Decision

30. Therefore, the Tribunal determines the market rent at £1,075 per calendar month with effect 29 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.