	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00CU/MRA/2026/0083**
Property	**Room 3, Pinfold Street, Darlaston, West Midlands WS10 8SY**
Tenant	**Lesley Michael**
Tenant's Representative	**None**
Landlord	**Charles Haliburton**
Landlord's Address	**11 Pinfold Street, Darlaston, West Midlands WS10 8SY**
Landlord's Representative	**None**
Date of Application	**17 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge T N Jackson** **Mr C Birds JP MRICS**
Date of Decision	**20 November 2026**
Rent Determined	**£180 per week**
Date of Valuation	**18 August 2026**
Date the new rent takes effect	**25 November 2026**

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REASONS FOR THE DECISION

Background

1. On 4 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £180 per week in place of the existing rent of £140 per week (pw) to take effect from 18 August 2026.

2. On 17 August 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The original tenancy began on 18 April 2012 and was renewed on 11 September 2023 at a rent of £140 pw. The rental period is weekly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid as *'the property is small without sufficient space to store/place basic household items'*.

5. In response, the Landlord has stated that they consider the notice valid because the tenant has not identified any defect in the notice. The reasons are relevant to the determination of the market rent itself.

6. We agree with the Landlord and determine that the notice is valid.

Allocation of Repairs between Landlord and Tenant.

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

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

8. Furniture was provided, including a mini-oven and under counter fridge but these were returned by the Tenant to the Landlord. We therefore consider the Property as unfurnished.

9. Whilst there appears to be cleaning of the communal area, the landing, the Tenant is not charged separately for this.

Liability for Council Tax/Utilities

10. The Tenant says that the rent includes council tax and utilities and refers to payments of £3.85, £1.87 and £0.64 pw for council tax, heating and water respectively. However, the tenancy agreement expressly excludes utilities from the rent figure. Council tax is only included in the rent if the Property is treated as an HMO for Council tax purposes. As the Property does not have shared facilities of a kitchen or bathroom, then, in our opinion, it is not an HMO. On the basis of the information before us, we find that the rent is exclusive of council tax and utilities, although we accept that the Tenant may pay the stated sums separately as bills to the relevant suppliers.

Any other terms of the tenancy taken into consideration in determining the rent.

11. None.

Inspection/Hearing

12. The Tenant requested an inspection but on 9 September 2026 a legal officer determined, under Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, that it was not proportionate to hold an inspection and photographs and video evidence should be sufficient for the Tribunal to make its determination. 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

13. The Property is a self -contained first- floor studio located above a shop comprising one room including a kitchenette area and a bathroom. The tenant says it measures 180 inches by 154 inches. There is no outside space. The Property benefits from central heating in the room and a heated towel rail in the bathroom and double glazing.

    The Property is situated in Darlaston town centre directly on a busy main road.

Evidence

14. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

15. The Tenant made the following comments:

a) They have not made any improvements;
b) The double glazing is thin and traffic noise can be heard from the busy main road;
c) The internal brown wooden doors are dated;
d) The carpet is 14 years old;
e) The studio is very basic and small and the smallest in the building and the microwave has to be stored on the floor due to lack of space;
f) They live with mice infestation which the Landlord knows about;
g) The rent increase is retaliatory after the Tenant had a heated discussion with the lettings manager weeks before the rent increase.

16. The Tenant did not provide comparable rental evidence but considered that the rent should be £150 pw and an increase of £40 pw is excessive. They provided photos of the interior and exterior of the Property.

The Landlord

17. The Landlord made the following comments:

a) The Property is a self-contained studio rather than a conventional flat with separate kitchen and/or living room and should be valued on that basis;
b) Studio1 in the building is smaller than the Property;
c) Studio 3 falls within the local authority amenity/space standards for this type of accommodation;
d) The Tenant has occupied the Property for 14 years and therefore knows the size, configuration and town centre location of the accommodation;
e) The Landlord does not accept that there is mice infestation without supporting evidence;
f) The rent was not increased as retaliatory action but was based on current rental values.

18. The Landlord operates a substantial portfolio of similar accommodation and has provided evidence of recent lettings and current market evidence. This demonstrates that smaller self-contained studios have been let and/or marketed at rents of £180 pw or above. A materially smaller studio in the Willenhall area has recently been let at £200 pw. The Landlord also operates smaller single studios at lower rental levels including £160 pw which demonstrates that the rental values vary according to size, facilities and characteristics of the accommodation rather than being set at a uniform level.

19. The Landlord provided a schedule of comparable rental evidence including 12 adverts of current/recent rental levels for accommodation within its portfolio

showing accommodation of different sizes and specifications with rents ranging from £140 pw to £250 pw and 4 adverts of recent advertisements from Spare Rooms of bedrooms within shared accommodation ranging from £126.92 pw to £184.62 pw.

The Tenant's reply

20. The Tenant commented as follows:
    a) There is mice infestation as they can be heard when tenants are emptying rubbish;
    b) The council has contacted the Landlord previously regarding the mice;
    c) The Property is small with limited space on the kitchen worktop to sore electrical appliances.
    d) The Property is in need of repair and updating and the security of the building needs to be looked at. Rainwater runs down a wall in the building and there's a flood whenever there is heavy rainfall. The Tenant provided photos of the leak and flooded passage.

Determination and Valuation

21. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

22. We found that the Landlord had provided relevant evidence. We discounted the single rooms within shared houses and the newly refurbished, brand -new and larger self-contained studios as we did not consider them to be comparable to the subject Property. The remaining small self -contained studios ranged from £150-£180 pw. The proposed rent is supported by current and recent comparable evidence for self-contained accommodation in Darlaston and the surrounding area.

23. Relying on its own expertise and general knowledge of rental values in the area, the comparables provided by the Landlord, and having considered the age, size and location of the Property, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £180 pw. This is the rent we would expect the Property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.

24. In the absence of any supporting evidence, we do not accept that there is a mice infestation inside or affecting the Property. No deduction is considered appropriate in respect of the dated doors or the 14-year-old carpet. These items reflect the age, condition and general wear and tear of the Property and there is insufficient evidence to demonstrate that they adversely affect its rental value. The age of an item, in itself, does not justify a reduction in rent. Neither is a deduction considered appropriate in respect of the alleged leaking building shown in the Tenant's. There is insufficient evidence to establish that the issue materially affects the Property itself, its condition, amenity or rental value. In the absence of evidence demonstrating an actual impact on the rental value of the Property, no adjustment is warranted.

Open-Market Rent **£** 180 per week.

25. The Tribunal did not consider undue hardship, as the Tenant stated that a rent increase would not cause hardship.

Decision

26. The Tribunal determines the new rent amount at £180 pw with effect from 25 November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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 after 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.