

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BE/MNR/2026/0308
Property	82 Acanthus drive, Bermondsey, London, SE15HJ
Tenant	Jacqueline Wright
Tenant's Representative	In Person
Landlord	BMR St James 4 Ltd
Landlord's Address	32 Castlewood Rd London N16 6DW
Landlord's Representative	Freshview Estates Ltd
Date of Application	1 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Harris LLM FRICS Mr M Lynch
Date of Decision	20 July 2026
Rent Determined	£1,900.00 per calendar month
Date the new rent takes effect	20 July 2026

REASONS FOR THE DECISION

Background

1. On 31 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1900.00 per calendar month (pcm) in place of the existing rent of £1326.00 pcm to take effect from 1 June 2026.
2. On 1 May 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 7 March 1997 for a term of 6 months. The rental period is monthly on the 1st of the month.

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 curtain and white goods specified below) and the costs relating to the same.

5. Cleaning of communal areas, free parking, garden and grounds maintenance and CCTV security

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.

Inspection/Hearing

7. 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

8. The Tribunal did not inspect.
9. The Property is a purpose built maisonette, offering the following accommodation:

2 bedrooms, bathroom/WC. reception room , kitchen

Outside: parking. Front Garden. No Rear Garden.

The Property benefits from carpets, double glazing and electric storage heaters

The Property is situated in Bermondsey close to public transport and shopping facilities

Evidence

10. Both the Tenant and the Landlord returned the Tribunal's Reply forms, but the Tenant did not respond to the Landlord's "Rents 1A Form".

The Tenant.

11. The Tenant made the following comments:
 - a) The tenant supplied a tenancy agreement which was said to show the tenancy had a contractual rent review mechanism so that the s13 process for increasing the rent did not apply. The agreement purports to show a tenancy for a term of 12 months from 1 February 2015.
 - b) No comparables were provided

The Landlord

12. The landlord pointed out that the tenancy agreement supplied by the tenant was not signed by either party and provided instead the original tenancy agreement from 1997. However in the reply form rents 1A the Landlord argues that, as the tenancy is periodic the s13 procedure supersedes any rent increase mechanism in the tenancy agreement. The landlord cites London District Properties Management Ltd v Goolamy [2009] EWHC 1367 (Admin) in support of this.
13. The following comparables were provided by the Landlord:

Rossetti Road	£1,950	pcm	listed 11 May 2026	
Archers Lodge	£1,750	pcm	reduced 12/5/26	
Sheppard Drive	£1,850	pcm	added 24/3/26	
2 George Elliston House	£ 1,907	pcm	added 11/5/26	
Weald Close	£ 1,952	pcm	added 8/4/26	
Lynton Road	£ 2,100	pcm	reduced 5/5/26	
Stevenson Crescent	£ 2,100	pcm	reduced 9/4/26	
Thorburn Square	£ 2,200	pcm	added 11/5/26	
Cadet Drive	£ 2,200	pcm	added 7/5/26	
Hepburn House	£ 2,250	pcm	added 29/4/26 let agreed	2 bed 2 bath
Rotherhithe New Road	£ 2,300	pcm	reduced 8/4/26 let agreed	2 bed 3 bath
Old Kent Road	£ 2,350	pcm	2 bed 2 bath added 10/4/26 let agreed	
Rotherhithe New Road	£ 2,450	pcm	2 bed 2 bath added 5/5/26 let agreed	
Howson Court	£ 2,600	pcm	added 6/5/26	

Determination and Valuation

14. The copy tenancy agreement supplied by the tenant is electronically dated 4 December 2014, but is not signed by either party, is not wet-ink dated, and does not have any other wet-ink or electronic signing or initialling. The Claimant refers to a letter dated 31 October 2025 from the agent to the Claimant to demonstrate the binding nature of the agreement: "The correspondence I have received from Freshview....indicates that the tenancy continues on the same terms, which means my existing agreement (including the rent review clause) remains in force"
15. However, the Defendant asserts that the "original tenancy agreement" (which they have submitted) remains in effect.
16. Regardless of which is legally-binding, s13 is the appropriate process (and not the rent review provisions of either tenancy agreement), because:
 - a) The tenancy agreements submitted by the Claimant and the Defendant are now outside their respective fixed-terms and, accordingly, are both periodic.
 - b) In the case of the tenancy agreement submitted by the Claimant, it is a statutory periodic tenancy and, accordingly, the High Court has ruled - in London District Properties Management Ltd v Goolamy [2009] EWHC 1367 (Admin) - that s13 is the appropriate process where a statutory periodic tenancy follows a fixed term.
 - c) In the case of the tenancy agreement submitted by the Defendant, it is a now contractual periodic tenancy on the basis that - at the "Termination Date" section - it states what is to happen to the tenancy after the end of the fixed-

term. That tenancy also includes a rent review mechanism (under the "Rent" section), but this has clearly not been followed by the previous landlord, as acknowledged by the current landlord's use of the s13 process. Therefore, pursuant to Section 13(1)(b) of the Housing Act 1988, as there is no provision for the time being binding on the tenant under which the rent may increase, s13 is the appropriate process for seeking a rent increase.

17. Accordingly, in the case of both tenancy agreements, s13 is the appropriate process (and not the rent review provisions of either tenancy agreement).
18. With the exception of the last 5 properties in the list, the Tribunal considers the comparables provided by the Landlord are representative of the market.
19. 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 would be in the order of £1900.00 pcm. This is the rent we would expect the property to let for in the open market.

Market rent

£1900.00 pcm

Undue hardship

20. 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
21. The Tenant has asked the Tribunal to fix a later starting date in this case on the basis she received Universal Credit and is disabled. Evidence was supplied.
22. The Landlord did not accept that hardship applied and argues no evidence of disability has been provided or that she has mental health issues. She has not alleged she has no savings or other income.
23. The tribunal accepts that hardship would apply in this case. To get help with housing costs through Universal Credit in England, you must qualify for Universal Credit, be legally responsible for paying rent, and have £16,000 or less in money, savings, and investments. 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 20 July 2026.

Decision

24. Therefore, the Tribunal determines the market rent at £1900.00 per calendar month with effect from 20 July 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.