

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BE/MNR/2026/0344
Property	84 Acanthus drive, Bermondsey, London, SE15HJ
Tenant	Victoria Keetch
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	10 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 £1523.00 pcm to take effect from 1 June 2026.
2. On 10 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 1 December 2018 for a term of 36 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

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 stated she had been at the property for 16 years and could not afford the increase. An increase to £1570 was proposed.
 - b) Due to errors in the notice of increase the notice is invalid.
 - c) No comparables were provided

The Landlord

12. The landlord argues the errors in the notice do not invalidate it and relies on Mannai Investment v Eagle Star [1997] AC 749
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 tribunal accepts that the notice of increase is a valid notice. However the Court of Appeal considered the question of validity of a landlords notice in *Mooney v Whiteland* (Neutral Citation Number: [2023] EWCA Civ 67). where the Court held that the final decision on the validity of a notice was a matter for the County Court. The Court said

“That is not to say that a rent assessment committee may not sometimes need to take a view whether a notice is valid. If it considers that a notice is invalid, it may decline to proceed until the question has been determined by the court. Conversely, if it considers that a notice is valid and that objections are without substance, it may proceed to determine the appropriate rent, but its determination will not prevent a tenant from disputing the validity of the notice. In the present case, Miss Whiteland did not refer the notice to the local rent assessment committee. She therefore took the risk that the notice might be held to be valid, in which case the new rent of £100 per week would have taken effect pursuant to section 13(4). But her failure to refer the notice to the committee did not deprive the court of jurisdiction to determine the validity of the notice.”

15. The tribunal takes the view that it cannot make a decision on the issue of the validity of the notice which is binding for all purposes. However, it is entitled to decide whether it is satisfied, on balance, that the legal and factual matrix forming the background to the application demonstrates that it has jurisdiction.
16. 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.

17. 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

18. 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
19. The Tenant has asked the Tribunal to fix a later starting date in this case on the basis she received Universal Credit. Evidence was supplied.
20. The Landlord did not accept that hardship applied and argues there is no evidence the tenant does not have savings or other income.
21. 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

22. 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.