

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BE/MNR/2026/0415
Property	12 Acanthus Drive, St James Place, Southwark, London, SE1 5HJ
Tenant	Kelly Davis Keats
Tenant's Representative	N/A
Landlord	BMR St James 4 Ltd
Landlord's Address	4th Floor Sutherland House, 70-78 West Hendon Boadway, London, NW9 7BT
Landlord's Representative	IC FTT Representation
Date of Application	27 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS Ms S Greer
Date of Decision	11 August 2026
Rent Determined	£1,850 per calendar month
Date the new rent takes effect	1 June 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 £1,900 per calendar month (pcm) in place of the existing rent of £1,375 pcm to take effect from 1 June 2026.
2. On 27 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 Tenant confirmed that the assured tenancy commenced on 23 July 1991. An incomplete copy of the tenancy agreement signed on 23 July 1991 was provided. The Landlord highlighted that pages were missing from the tenancy agreement and these may contain material adverse to the Tenant's application, but did not provide a complete copy.

Validity Of Notice

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid as the name on the notice is Kelly Davis and her name is Kelly Davis Keats. She also does not agree with the rent increase.
5. In response, the Landlord commented that it is clear that the notice is addressed to the Applicant and the name on the notice is the same as on the tenancy agreement. They highlight the principle established in *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] UKHL 19.
6. Following *Mooney v Whiteland* [2023] EWCA Civ 67, the Tribunal takes the view that it cannot make a decision on the issue of the validity of a notice which is binding for all purposes. However, it is entitled to decide whether it is satisfied that it has jurisdiction. In this case the Tribunal is satisfied that the notice provided by the Landlord is valid because the Tenant's name matches that on the tenancy agreement. The Tenant provided no evidence of her name change or notification of it to the Landlord. The Tenant's disagreement with the amount of rent proposed does not make the notice invalid.

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. N/A

Liability for Council Tax

9. The Tenant is 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.

10. N/A

Inspection/Hearing

11. Neither party requested an oral hearing or inspection. 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

12. The Tenant provided a floor plan and photographs.

13. The Property is a second floor flat in a four storey block, offering the following accommodation:

Two bedrooms, a kitchen, living room and bathroom.

The Property benefits from central heating and double glazed windows.

The Property is situated in Bermondsey in the London Borough of Southwark. It is located within the St James Place residential estate. South Bermondsey station is approximately half a mile to the east. Bermondsey underground station is approximately one mile to the north.

Evidence

14. The parties completed the relevant MR1 (tenant) and MR2 (landlord) forms. The Tenant did not return the MR3 (tenant's reply) form.

The Tenant

15. The Tenant made the following comments:
 - a) They installed laminate flooring throughout the flat.
 - b) They purchased a washing machine and fridge because those provided by the Landlord broke. They only white goods provided by the Landlord is the cooker.
16. The Tenant did not provide any rental evidence, but confirmed their opinion of the market rent is £1,500 pcm.

The Landlord

17. The Landlord commented that the Tenant has not particularised any disrepair and no disrepair has been reported. They did not dispute the Tenant's claim to have provided certain white goods and floor coverings.
18. The Landlord provided two sets of search results from Rightmove detailing 14 two bedroom properties being marketed within 0.25 miles of SE1 5HE and SE1 5HJ. The listings vary from £1,750 pcm to £3,100 pcm. No comments were provided on how these properties compare to the Property.

Determination and Valuation

19. Neither party provided evidence of completed transactions to support their opinion of the market rent.
20. Relying on its own expert, general knowledge of rental values in the area, and the information provided by the Landlord and the Tenant, the Tribunal considers that the market rental of the subject Property would be in the order of £1,900 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties including having white goods and floor coverings provided by the landlord.
21. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Provision of floor coverings and some white goods by the Tenant.
22. The full valuation is shown below:

Starting Rent	£1,900 pcm
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Less

Provision of floor coverings and some white goods by the Tenant	) approx. 2.5%	£47.50
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Adjusted market rent		£1852.50
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Open-Market Rent	£1,850 pcm
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Undue hardship

23. 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.
24. The Tenant has asked the Tribunal to fix a later starting date in this case confirming that she receives Universal Credit. No evidence other than a screenshot of a total Universal Credit amount was provided. The name of the Tenant was not included on the screenshot.
25. The Landlord replied that the test of hardship is whether the rent being increased sooner rather than later will create hardship, not whether the increase as a whole creates hardship and the Tenant has not satisfied this test.
26. On the basis that no satisfactory supporting evidence was supplied by the Tenant, the Tribunal considers that undue hardship has not been demonstrated and accordingly sets the starting date for the new rent as 1 June 2026.

Decision

27. Therefore, the Tribunal determines the market rent at £1,850 per calendar month with effect from 1 June 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.