	FIRST - TIER TRIBUNAL **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BE/MNR/2026/0421**
Property	**52 Acanthus Drive, London, SE1 5HJ**
Tenant	**Juliet Nwanjoku**
Tenant's Representative	
Landlord	**BMR St James 4 Ltd**
Landlord's Address	**4th Floor, Sutherland House, 70-78 West Hendon Broadway, London, NW9 7BT**
Landlord's Representative	**Isaac Chisel**
Date of Application	**28 May 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Wendy Banks – Chair** **Patrick McGreal MRICS**
Date of Decision	**13 August 2026**
Rent Determined	**£1,900.00 per calendar month**
Date the new rent takes effect	**01 June 2026**

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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 £1,636.47 pcm to take effect from 01 June 2026.
2. On 28 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 15 December 2023 for a term of 24 months. The rental period is monthly.

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. The Tenant stated in her application that the tenancy includes basic furniture, namely a sofa, coffee tables, a television stand, a dining table and chairs, beds with mattresses, a wardrobe and drawers. She also stated that white goods, including fridge(s) and a washing machine, were provided.

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.

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 a two-bedroom ground floor flat forming part of a three-storey building constructed within the past 50 years. It is situated at 52 Acanthus Drive, London, SE1 5HJ, in the Bermondsey area of London, within walking distance of South Bermondsey mainline railway station and close to local amenities.
10. The accommodation comprises a living room/kitchen, two bedrooms and a bathroom. The Tenant also identified a small storage room and a water tank/cylinder storage cupboard. Permit on-street parking is available.
11. The Property has electric heating, including wall-mounted heaters and a night storage heater in the living room. The windows appear to be double glazed. There are no windows in the kitchen or bathroom, both of which rely on ventilation. The Tenant's evidence is that the heating is outdated and inefficient, the Property becomes cold in winter, and the kitchen and bathroom fittings are dated.

Evidence

12. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

13. The Tenant contended that the proposed rent of £1,900 per month was excessive having regard to the condition of the Property. She stated that the Property suffers from damp and mould, particularly on external walls and in the bedrooms, and that this has affected living conditions and her child's health. She stated that the heating system is outdated and inefficient, that the Property is poorly insulated and becomes cold in winter, and that ventilation issues contribute to condensation.
14. The Tenant also stated that the kitchen and bathroom are outdated, that some flooring is worn or damaged, and that the general condition of the Property is not high specification.
15. The Tenant provided photographs of the interior and exterior of the Property. Those photographs included images of the kitchen, bathroom, living room, bedrooms, storage heater, windows, water tank cupboard, external building and

entrance. The photographs showed areas of staining and mould, including to parts of the bedrooms and around windows, and some dated or worn fittings.

16. The Tenant also provided historic emails relating to mould. These included an email dated 19 October 2021 in which she raised concern with Folio London about mould in the flat and her child's coughing; emails in November 2021 from Dreytons indicating that the issue had been chased with the property manager; and an email dated 4 November 2024 from Lerayne Nisbett of Folio London stating that United Facilities had been asked to contact the Tenant to carry out treatment to mould. The Tenant also provided evidence of a payment to A.R. Pest Control in January 2023.

17. In terms of rental evidence, the Tenant relied on:

    a. A statement from Abigail Bunyan, Chair of the St James Tenants Association. That statement referred to survey information obtained from tenants in the SE1 5HE, SE1 5HH, SE1 5HJ and SE1 5HL areas and stated that the average rent for a two-bedroom property was £1,557.03 per calendar month.

    b. Letting details for a two-bedroom flat in Rossetti Road, Bermondsey, advertised at £1,700 per calendar month. The particulars were not dated.

    c. Letting details for an upper-floor two-bedroom flat in Old Kent Road advertised at £1,650 per calendar month. Those particulars were also not dated and did not provide sufficient information about the type of block in which the flat was situated.

18. In her application form, the Tenant stated at one point that she considered the open market rent should be £1,557.03 per calendar month. Elsewhere in the form she stated that a lower open market rent of £1,650 per calendar month would be appropriate. The Tribunal has treated the Tenant's case as being that the proposed rent of £1,900 per calendar month is excessive and that the appropriate rent is materially lower.

The Landlord

19. The Landlord's representative submitted that the Landlord had purchased the Property in November 2025 by taking out a concurrent long lease and that the Tenant had not reported the alleged issues to the Landlord. It was submitted that the Landlord should not be prejudiced by alleged issues which were not previously reported to it.

20. The Landlord also submitted that the alleged disrepair required proof, including photographs, and that the St James Tenants Association statement relied on selective data from interested parties, the underlying data for which had not been provided or verified. The Landlord submitted that little, if any, weight should be placed on that statement.

21. The Landlord further submitted that previous rents on the estate may have been affected by the involvement of Notting Hill Genesis, a community benefit society, and may therefore have been below market rent. The Landlord

submitted that the market rent must be assessed by reference to the wider locality, not just the estate.

22. The Landlord provided Rightmove letting details dated 14 May 2026 for 14 two-bedroom properties available to rent within 0.25 miles of SE1 5HE. The asking rents ranged from £1,750 to £2,600 per calendar month. All but two of the listed properties were advertised at rents above £1,900 per calendar month.

23. The Landlord's comparables included:

    a. Rossetti Road, a two-bedroom apartment advertised at £1,950 per calendar month;

    b. Archers Lodge, Culloden Close, a two-bedroom apartment advertised at £1,750 per calendar month;

    c. Sheppard Drive, London SE16, a two-bedroom flat advertised at £1,850 per calendar month;

    d. George Elliston House, Old Kent Road, a two-bedroom apartment advertised at £1,907 per calendar month;

    e. Weald Close, London SE16, a two-bedroom apartment advertised at £1,950 per calendar month;

    f. Lynton Road, London SE1, a two-bedroom apartment advertised at £2,100 per calendar month;

    g. Stevenson Crescent, London SE16, a two-bedroom flat advertised at £2,100 per calendar month;

    h. Thorburn Square, Bermondsey, SE1, a two-bedroom flat advertised at £2,200 per calendar month;

    i. Cadet Drive, London SE1, a two-bedroom flat advertised at £2,200 per calendar month;

    j. Hepburn House, Verney Road, a two-bedroom, two-bathroom flat advertised at £2,250 per calendar month;

    k. Rotherhithe New Road, Bermondsey, a two-bedroom, three-bathroom apartment advertised at £2,300 per calendar month;

    l. Old Kent Road, London, a two-bedroom, two-bathroom flat advertised at £2,350 per calendar month;

    m. Rotherhithe New Road, London SE16, a two-bedroom, two-bathroom apartment advertised at £2,450 per calendar month; and

    n. Howson Court, 525 Old Kent Road, a two-bedroom apartment advertised at £2,600 per calendar month.

24. The Landlord's evidence was that these comparables demonstrated that the proposed rent of £1,900 per calendar month was not excessive.

Determination and Valuation

25. The Tribunal has considered all of the evidence provided by the parties and has applied its own knowledge and specialist expertise of rental values in the locality.

26. The Tribunal placed limited weight on the St James Tenants Association statement. The information was not supported by the underlying data, the sample was not independently verified, and the evidence was likely to include rents from social housing or housing let on terms which may not reflect open market rents. The Tribunal must determine the open market rent of the subject Property, rather than the average rent payable by tenants on a particular estate.

27. The Tribunal also placed limited weight on the Tenant's Old Kent Road comparable. It was not dated, the type and nature of the block were unclear, and Old Kent Road is a different rental locality and market from the immediate Bermondsey locality of the subject Property.

28. The Tribunal considered the Tenant's Rossetti Road comparable to be of some assistance, although the particulars were not dated and the evidence was limited. The Landlord's evidence also included a Rossetti Road property advertised at £1,950 per calendar month. The Tribunal considered the Rossetti Road evidence, taken together, to be relevant to the general level of rents in the vicinity.

29. The Landlord's comparables were more extensive and were dated May 2026. However, the Tribunal noted that the information provided was limited. The Rightmove extracts generally identified the asking rent, number of bedrooms and bathrooms, distance from the search location and, in some cases, a small number of images. They did not include floor plans and did not provide detailed evidence of size, condition, specification, layout or lease terms. Some of the higher-rent properties appeared to be larger, higher specification or to include additional features such as a second bathroom or balcony. The Tribunal therefore treated the Landlord's comparables with caution, particularly those at the upper end of the range.

30. Nevertheless, even allowing for those limitations, the Landlord's evidence showed a range of asking rents for two-bedroom properties in the immediate locality from £1,750 to £2,600 per calendar month, with the majority above £1,900 per calendar month. The Tribunal considered that the most relevant comparables were those at or around the lower end of the Landlord's range and those closest in character and location to the subject Property, including Rossetti Road, Culloden Close, Sheppard Drive and George Elliston House.

31. The Tribunal considered the Tenant's evidence of damp, mould and condensation. The photographs showed some staining and mould, and the historic emails demonstrated that concerns regarding mould had been raised on previous occasions. However, the Tribunal did not consider the evidence sufficient to establish that the condition issues warranted a substantial deduction from the market rent. The Tribunal also took into account that many of the properties relied upon as comparables were not shown to be high-specification properties and that the prevailing rents for properties of this type and age in the locality will already reflect ordinary differences in age, condition, heating systems and fit-out.

32. The Tribunal accepted that the Property is not a high-specification flat and that the kitchen, bathroom and heating system are dated. It also accepted that the lack of windows in the kitchen and bathroom and the evidence of condensation and mould are matters that may affect rental value. However, the Tribunal considered that those matters had to be assessed in the context of the local

market evidence, which showed that two-bedroom properties in the immediate locality were generally being advertised at or above £1,750 per calendar month and, in many cases, materially above £1,900 per calendar month.

33. Having regard to the comparable evidence, the nature and location of the Property, its size and accommodation, the fact that it is a ground floor two-bedroom flat, the included white goods and basic furnishings, and the condition issues raised by the Tenant, the Tribunal determines that the market rent for the Property as at the valuation date is £1,900 per calendar month.

34. The Tribunal does not consider that the proposed rent of £1,900 per calendar month is excessive. No deduction is made from that figure.

Market rent **£1900.00 pcm**

Undue hardship

35. 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.

36. The Tenant asked the Tribunal to fix a later starting date. She stated that she was already struggling to meet the existing rent and essential living costs, despite working and receiving Universal Credit. She stated that she had fallen into debt, that she was a single parent with a dependent child, and that an increase to £1,900 per calendar month would not be affordable and would place her at risk of losing the tenancy.

37. In support of her application, the Tenant provided a PayPal Credit statement dated 23 May 2026 showing that she had exceeded her credit limit of £1,500. She also provided an Octopus Energy statement for the period 26 April 2026 to 25 May 2026 showing arrears of £1,257.90.

38. The Landlord submitted that hardship had not been proven because the Tenant had not provided a full picture of her financial circumstances. The Landlord also submitted that the relevant hardship is hardship caused by the rent increase taking effect from the date in the notice, rather than hardship arising from liability to pay rent in general.

39. The Tribunal accepts that distinction. The question for the Tribunal is not whether the new rent will be difficult for the Tenant to afford generally, but whether requiring the increased rent to take effect from the date specified in the Landlord's notice would cause undue hardship.

40. The Tribunal has considered the evidence provided by the Tenant. However, the evidence is limited. The Tenant has not provided bank statements, wage slips, Universal Credit statements, a schedule of income and expenditure, or any other documentary evidence showing her overall income, outgoings, savings, liabilities or household financial position. The PayPal Credit statement and one utility statement demonstrate some financial pressure, but they do not provide

a sufficiently complete picture of the Tenant's finances to enable the Tribunal to conclude that the statutory test of undue hardship is met.

41. The Tribunal therefore finds that undue hardship has not been proven. Accordingly, the new rent takes effect from the date specified in the Landlord's notice, namely **1 June 2026**.

Decision

42. Therefore, the Tribunal determines the market rent at £1,900.00 per calendar month with effect from 01 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.