

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BE/MNR/2026/0376
Property	55 Acanthus Drive, London, SE1 5HH
Tenant	Tomas Dvorak, Maria Isabel Rendon Vargas & Jakeline Rendon Vargas
Tenant's Representative	N/A
Landlord	BMR St James 5 Ltd
Landlord's Address	4th Floor Sutherland House, 70-78 West Hendon Broadway, London, NW9 7BT
Landlord's Representative	Freshview Estates Limited
Date of Application	19 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS Mr S Dhanani
Date of Decision	7 September 2026
Rent Determined	£1,800 per calendar month
Date the new rent takes effect	7 September 2026

REASONS FOR THE DECISION

Background

1. On 30 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 £1,626 pcm to take effect from 1 June 2026.
2. On 19 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. The tenancy had a contractual rent review provision on the anniversary of the term commencement.
4. The Tenant provided a notification of rent increase dated 28 August 2025 from the previous landlord, Folio London. This stated that the rent would increase from £1,626 pcm to £1,685 pcm from 1 December 2025. The Tenant also provided a notification of rent increase dated 2 September 2024, whereby the rent increased from £1,569 pcm to £1,626 pcm with effect from 1 December 2024. This notification asks the Tenant to confirm whether they wish to be issued with a new fixed term tenancy. It goes on to state "*if we do not receive a response, your rent charge will automatically increase to £1,626 pcm on 01 December 2024 and your tenancy will become/remain periodic*".
5. The current Landlord acquired the Property on or around 31 October 2025. The Tenant confirmed that the current rent being paid is £1,685 pcm.

Validity Of Notice

6. In their application form, the Tenant indicated that they consider the Landlord's notice is invalid as the tenancy contains a contractual rent review clause and the last rent increase was on 1 December 2025, less than 52 weeks from the date the proposed new rent is to take effect. The Tenant also states that the flat cannot be assessed at a market value until issues with repair have been resolved.
7. In response, the Landlord confirmed that rent increases by the previous landlord, Folio, were not implemented following the service of a Section 13 notice. The Section 13 notice dated 30 March 2026 is the first time a Section 13 notice has been served on the Tenant. Under Section 13(2)(c) of the Housing Act 1988, the annual limit to increase the rent is only applicable if the rent under the tenancy has previously been increased by virtue of a notice under this subsection. A

statutory periodic tenancy arose on 1 December 2022, at which point the Section 13 regime superseded the contractual rent review provisions.

8. The notice was served before 1 May 2026 and therefore the applicable law is the 1988 Act as it stood prior to the amendments made by the Renters Rights Act 2025.
9. 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. That is a matter for the County Court. However, the Tribunal 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 and therefore it does have jurisdiction to determine a market rent. A statutory periodic tenancy arose on 1 December 2021 following the expiry of the contractual term. At this point the rent review clause ceased to have effect. The previous landlord proposed rent increases in line with that contractual review clause and the Tenant accepted them. No Section 13 notices were served. The Tribunal therefore accepts the Landlord's submissions that the agreed increases do not fall under Section 13(2)(c) of the Act and the 52 week notice period is therefore not applicable.
10. The Tenant's views on assessment of the market rent in light of repair issues does not make the notice invalid.

Allocation of Repairs between Landlord and Tenant.

11. 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.

12. The flat was let furnished with a dining table and four chairs, one wardrobe, two chests of drawers, two double beds, two sofas and one small table.

Liability for Council Tax

13. 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.

14. N/A

Inspection/Hearing

15. 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

16. The Tenant provided a floor plan and photographs.
17. The Property is a first floor flat, offering the following accommodation:

Two bedrooms, a kitchen, living room and bathroom.

Outside: communal gardens.

The Property has double glazed windows and electric radiators. There is linoleum in the bathroom and carpet throughout the rest of the flat. The Landlord provided the white goods.

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

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

The Tenant

19. The Tenant made the following comments:
 - a) The electric heater in the living room does not work.
 - b) The floor in the hallway is bending due to a previous water leak and creating a trip hazard.
 - c) The boiler malfunctions and heats water up to random temperatures.
 - d) The water pump is old and noisy and there is low pressure.
 - e) There is no extractor in the kitchen, resulting in mould growth.
 - f) The plumbing is very strange, causing regular blockage of the sink and washing machine.

- g) The electricity fuse box is old, outdated and uninspected.
 - h) The furniture provided was poor quality and has been replaced by the Tenant (with the agreement of the previous landlord).
 - i) The windows are not sealed properly resulting in moisture getting in, mould around the windows and increased heating prices.
 - j) There are issues of fly tipping around the estate. The Tenant provided an email dated 30 January 2026 reporting the issue to the managing agents.
 - k) The communal areas have not been cleaned to an acceptable standard. Undated photographs were provided.
 - l) Grass cuttings were left around the estate. Undated photographs were provided.
20. The Tenant provided a check in inventory dated 27 November 2017, which recorded the condition of the Property as “good”, other than the kitchen units, fridge/freezer, washing machine and bath which as described as “aged” and one damp stain in Bedroom 2.
 21. The Tenant provided photographs showing issues with the decorative condition of the Property. Screenshots showing repair issues reported via the previous landlord’s online portal were included with the MR3 form.
 22. The Tenant provided a screenshot of one property on the market for £1,750 pcm. No details were visible other than the price and a photograph of the kitchen.
 23. The Tenant also provided a statement dated 25 May 2026 from the St James Tenants Association, which stated that it visited 182 homes in the local area, collecting information about the rents being paid. A total of 54 responses were collected. The average rent for a two bedroom property was £1,557.03 pcm.
 24. The Tenant considered the Landlord’s comparables to be in superior condition to the Property and confirmed they consider the market rent to be £1,685 pcm.

The Landlord

25. The Landlord made the following comments:
 - a) None of the maintenance issues outlined by the Tenant have been reported to them.
 - b) The issues with rubbish not being put in bins was created by tenants and was cleared immediately upon being notified.
 - c) Cleaning of communal areas takes place every two weeks. Grass cutting takes place once a month.

26. The following comparables were provided by the Landlord. Except where noted, all are two bedroom, one bathroom properties being advertised on Rightmove. No commentary was provided as to how these compare to the Property.
- a) Archers Lodge - £1,750 pcm
 - b) Sheppard Drive - £1,850 pcm
 - c) George Elliston House - £1,907 pcm
 - d) Rossetti Road – £1,950 pcm
 - e) Weald Close - £1,950 pcm
 - f) Lynton Road - £2,100 pcm
 - g) Stevenson Crescent - £2,100 pcm
 - h) Thorburn Square - £2,200 pcm
 - i) Cadet Drive - £2,200 pcm
 - j) Hepburn House - £2,250 pcm (two bathrooms)
 - k) Rotherhithe New Road - £2,300 pcm (three bathrooms)
 - l) Old Kent Road - £2,350 pcm (two bathrooms)
 - m) Rotherthihe New Road - £2,450 pcm (two bathrooms)
 - n) Howson Court - £2,600 pcm
27. The Landlord commented that many properties are marketed for over £1,900 pcm and invites the Tribunal to make a finding that the market rent is excess of £1,900 pcm.

Determination and Valuation

28. 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.
29. Neither party has provided evidence of completed comparable transactions. The statement from the Tenants Association regarding average rents does not assist the Tribunal, as no details of when rents were effective and the size and specification of the properties was provided. Comparables j) to n) provided by the Landlord were clearly superior to the Property and the Tribunal attached no weight to them.
30. The Tenant provided evidence that there were issues with cleaning of the communal areas and wider estate around January 2026. It appears from the

Tenant's comments that there was an improvement from May 2026. The Tribunal has only been provided with one set of photographs/report of the issue and therefore finds this to be a single historic issue which would not affect the rental value of the Property.

31. On the basis that the furniture was old and has been replaced by the Tenant, with the agreement of the previous landlord, the Tribunal has assumed that the Property is unfurnished (other than white goods) and has valued it on this basis.
32. 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 modernised and in good order 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 provided by the landlord.
33. The Tribunal has taken into account the overall nature of the Property and estate in setting the starting rent. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) The general condition of the Property, which the inventory report and photographs show to be in need of redecoration, new floor coverings and white goods.
34. The full valuation is shown below:

	Per calendar month
Starting Rent	£1,900
<i>Less</i>	
Condition of the Property	£100
Open market rent	£1,800

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 has asked the Tribunal to fix a later starting date in this case. They confirm that the rent increase was not expected, given the date of the previous

increase. They do not have any reserves and have some debt. Evidence of a loan was provided.

37. The Landlord replied that the test of financial hardship is not whether the increase will cause hardship but the effective date will cause hardship. The Landlord submitted that the hardship threshold of the 1988 Act has not been made out.
38. On the basis of the evidence provided by the Tenant the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship due to the backdated rent payable and accordingly sets the starting date for the new rent as 7 September 2026.

Decision

39. Therefore, the Tribunal determines the market rent at £1,800 per calendar month with effect from 7 September 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.