

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BE/MNR/2026/0407
Property	24 Achilles Close, London, SE1 5HE
Tenant	Michelle Johnson
Tenant's Representative	None
Landlord	BMR St James
Landlord's Address	C/O Freshview Estates Ltd 4th Floor Sutherland House 70-78 West Hendon Broadway London NW9 7BT
Landlord's Representative	Freshview Estates Ltd
Date of Application	27 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS K Beheshtizadeh
Date of Decision	8 September 2026
Rent Determined	£1775.00 per calendar month
Date of Valuation	1 June 2026

Date the new rent takes effect	1 June 2026
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REASONS FOR THE DECISION

Background

1. On 30 March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1900.00 per calendar month(pcm) in place of the existing rent of £ 1627.00 pcm to take effect from 1 June 2026.
2. On 27 May 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 9 September 2022, with a 24-month contractual assured shorthold tenancy terminating on 8 September 2024. The rental period was monthly payable on the 15th of the month, initially at £1525.00 pcm.

Validity Of Notice – Section 13B of the Housing Act 1988

4. *In their MR2 Landlord's reply form for open market rent decision, at section 2 Landlord's responses – 2.2 the landlord states “ the Tribunal does not have jurisdiction to determine the validity of a pre 1 May 2026 s.13 notice as per Mooney v Whitland (2023) EWCA Civ.”*
5. *There are no further contends made. In the absence of any contentions the tribunal dismisses the challenge to validity of the process to determine a rent, under section 13 of the Housing Act 1988.*

Allocation of Repairs between Landlord and Tenant.

6. The tribunal has considered the tenancy agreement and in the absence of contesting, the tribunal finds that the landlord is responsible for repairs internally and externally.

Liability for Council Tax

7. The tribunal has considered the tenancy agreement, and in the absence of contesting, finds the tenant is responsible for council tax and utilities.

Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a first maisonette accessed through its own front door at street level. The property comprises living room, and two bedrooms. The property is heated through electric heating. The property has a bathroom and a kitchen. The maisonette has double glazing. Carpets throughout except bathroom and kitchen which are lino. The tenant provided photographs of the inside of the property [36/162]. These show the property to be in a general good state of repair, although in the bathroom, there are signs of wear.

Evidence

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

The Tenant

11. The Tenant provided the letting details of a number of properties said to be comparable;
 - (a) A 49 sq m flat, within a large multi storey block, an asking rent of £1700 pcm
 - (b) That the St James Tenants Association had collected rental evidence by visiting 182 homes, and had identified through analysis of the 54 responses that the average rent for a two-rent property was £1557.03 pcm
12. The tenant made the following comments in respect of the landlord's evidence;
 - a) They moved in unfurnished save white goods
 - b) Parking is by permit at £35 per year
 - c) The tenant says of the comparables provided by the landlord; Oxley Close at £1750 and Weald Close at £1750 are similar to the subject property.

The Landlord

13. The Landlord submitted a MR2 Landlord's reply form for open market rent decision noting;

- (a) The property was let furnished
- (b) There is free parking
- (c) Grounds are maintained and there is CCTV.

14. In terms of rent and hardship application the landlord says;

- (a) the tribunal has agreed £1900 pcm is the market rent for the estate
- (b) that the applicant has provided only partial information of the financial position in support of their hardship application.
- (c) a number of comparables have been provided;
 - (i) Rossetti Road, 2 beds asking £1950 pcm,
 - (ii) Archers Lodge, Culloden Close Southwark 2 bed asking £1750 pcm , flat in multistorey block
 - (iii) Sheppard Drive London 2 bed asking £1850pcm contained in three storey building
 - (iv) George Elliston House, Old Kent Road, 2 beds asking £1907 pcm ,
 - (v) Weald Close SE16, asking £1950 pcm 2 bed
 - (vi) Rossetti Road 2 bed, asking £1950 pcm,
 - (vii) Lynton Road asking £2100 pcm 2 bed
 - (viii) Stevenson Crescent London SE16 2 bed asking, £2100 pcm
 - (ix) Thornburn Square Bermondsey SE1 2 bed asking £2200pcm
 - (x) Cadet Drive SE1 asking £2200 2 beds
 - (xi) Hepburn House £2,250 pcm 2 bed let agreed
 - (xii) Rotherhithe New Road 2bed with large balcony £2300 pcm let agreed
 - (xiii) Old Kent Road £2350 pcm 2 bed let agreed
 - (xv) Rotherhithe New Road 2 bed let agreed £2450 pcm let agreed
 - (xvi) Hewson Court 2 bed asking £2600 pcm
 - (xvii) Welsford Street asking £2600 pcm 2bed
 - (xviii) Oxley Close 2 bed £1750 pcm let agreed
 - (xix) Weald Close 2 bed £1750 let agreed.
 - (xx) Sheppard Drive £1850 pcm asking – 2 beds
 - (xxi) Cadet Drive 2bed £2000pcm let agreed
 - (xxii) Abercorn Way 2 bed £2250 pcm asking
 - (xxiii) Burnell Walk asking £2300 pcm 2bed
 - (xxiv) Burnell Walk London 2bed in church conversion £2400 pcm let agreed
 - (xxv) Lynton Road 2 bed £2496 pcm let agreed
 - (xxvi) Howson Court 2bed asking £2600 pcm
 - (xxvii) Welsford Street 2 bed £2600 asking
 - (xxix) Oxley Close 2 bed asking £ 2700
 - (xxx) Lynton Road 2bed church conversion £2,950 pcm
 - (xxxi) Bermonsey £3000 pcm asking 2 beds

(xxxii) Chancellor House 2 bed asking £3,033 pcm

(xxxiii) Cadet Drive 2 bed asking £3100 pcm

Findings

15. The tribunal finds the subject property is a two-bedroom maisonette accessed from the ground floor located on the first floor.
16. The tribunal has conflicting evidence on whether the property was let furnished or not. The tribunal does not make a finding on this point. There is no evidence from either party on whether letting furnished or unfurnished has an impact on price and if so to what extent.
17. The landlord's contention that the tribunal has agreed £1900 pcm is the market rent for the estate is not a statement the tribunal recognises, each application is determined on the evidence before the tribunal.

Determination and Valuation

18. 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.
19. The parties have provided considerable volume of comparable evidence. The tribunal prefers "let agreed" evidence over asking rents, but such evidence must be relevant both in nature and geographically.
20. The tribunal places weight on the tenants asking rents in the vicinity.
21. The tribunal in respect of the rent survey considers this context only, because the tenancies sampled will have rents starting from different historic dates and so detailed reliance is not possible.
22. The landlord's evidence runs to over 30 pieces. The tribunal places weight on those geographically closest, let and of the same nature. The first two below principally and the third provides context but as an asking rent the tribunal places less weight on it;

Oxley Close 2 bed £1750 pcm let agreed

Weald Close 2 bed £1750pcm let agreed.

Weald Close 2 bed £1950pcm asking

23. The property in Weald Close is a flat within a multi storey block. The tribunal prefers the let agreed comparables and so discounts the Weald Close asking rent.
24. The subject property is a first-floor maisonette in a very small block. The tribunal considers this to be preferable to a flat in a larger block.
25. The tribunal makes an adjustment from £1750 pcm to £1775 pcm to reflect this.

Undue Hardship

26. The tribunal has considered the evidence of the financial status of the applicant and the response made by the landlord. The tribunal considering the effective date of increase and the magnitude of the increase does not find undue hardship threshold has been met.

Decision

27. The Tribunal determines the new rent amount at £1775.00 pcm 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 after 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.

