	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BE/MNR/2026/0451**
Property	**32 Acanthus Drive London SE1 5HJ**
Tenants	**Oludotun Ogunsanya**
Tenant's Representative	**N/A**
Landlord	**BMR St James 4 Ltd**
Landlord's Address	**4th Floor, Sunderland House, 70-78 West Hendon Broadway London, NW9 7BT**
Landlord's Representative	**IC FTT Representation**
Date of Application	**05 February 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Member	**Mr A Parkinson MRICS** **Ms A Onigbode**
Date of Decision	**22 September 2026**
Rent Determined	**£1,900 per calendar month**
Date of Valuation	**01 June 2026**
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) (as amended) of the Housing Act 1988 which proposed a new rent of £1,900 per calendar month (pcm) in place of the existing rent of £1,314 pcm to take effect from 01 June 2026.

2. On 28 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 original tenancy commenced on 01 April 2008. 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. There are no service charges for which the Tenant is liable. The property is unfurnished aside from landlord provided white goods.

Liability for Council Tax

6. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

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 Tenant requested an inspection of the Property within their application on the basis that documents alone could not reflect the property's true condition. A Tribunal Legal Officer decided that the photographs and submissions provided were sufficient to understand the property's condition, making an inspection

unnecessary and disproportionate, noting that any party may apply within 14 days for the decision to be reconsidered by a Judge.

9. The Property is a third floor flat, offering the following accommodation:

Living room, kitchen, two bedrooms and one bathroom.

The Property benefits from double glazing, electric heating, and landlord provided white goods and floor coverings.

The Property is situated in South East London with good access to public transport and a wide range of shops and amenities.

Evidence

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

The Tenant

11. The Tenant made the following comments:

a) I have paid to redecorate the flat due to old fading of the paint and mould in corners of rooms.
b) I have paid to unblock the kitchen sink and toilet blockage twice.
c) The bathroom did not have a window and the air vent does not extract enough vapour which causes mould. I treat the ceiling with anti-mould and repaint every six months.
d) In May 2026 members of the St James Tenants Association collected information about local rents in our local area within SE1. We visited 182 homes and obtained 54 responses which reflect an average rent in our local area of £1,326.15 pcm for a one bedroom flat, £1,557.03 pcm for a two bedroom flat and £2,097.00 pcm for a three bedroom flat.
e) My rent has consistently increased yearly by 3% to 5% reflecting CPI over the past 17 years. The increase from £1,314 to £1,900 is a 44.6% increase which is not reasonable. There were no specific repairs in my flat to reflect such an increase in one go.
f) The property forms part of a standard residential estate and does not benefit from features typically associated with high value properties in SE1 such as concierge.
g) There have been not upgrades to justify such a rent increase.
h) I have reviewed comparable two bedroom rental properties in SE1. Many are advertised at higher rent but a typically of a higher specification or better condition.

i) Based on the available evidence and specific characteristics of my property I consider that a fair open market rent would be in the region of £1,400 to £1,557 per month.

j) In relation to hardship I am unable to afford any rent increase, and so this constitutes a de facto eviction. Southwark Council's homelessness team will have to rehouse me at significantly higher cost to them than I am paying. I have children who attend school within walking distance of my home. If I am forced to leave, they will be forced to change schools, significantly disrupting their quality of life and access to community. Additionally, multiple schools in our local area have closed recently due to the decreasing numbers of families in the area, and if I am forced to leave this will further exacerbate this issue. I have lived on this estate for 18 years and have made friends with people here. If I am forced to leave because of this rent increase it will tear me away from my community. I am currently saving £200 per month towards a retirement fund and money to buy a house for my children's future and if I have to pay this increase I will be unable to keep saving this money, effectively harming my family's long term quality of life.

The Landlord

12. The Landlord made the following comments:

a) The s.13 is valid as it is designed to change rent. The Applicant has supplied a witness statement in support of its application. We respond: the statement relies on limited and selective data from interested parties, the underlying documents of which have been exhibited, not verified. Moreover, the Estate was underlet by the previous landlord. It is suspected that this is because the ultimate beneficiary of Folio London Ltd was Notting Hill Genesis which is a community benefit society hence it allowed below market value rents to persist throughout the estate. The reasonable willing landlord would determine market rent by reference to the wider locality as distinct to the Estate alone. Tenant needs to provide proof of repairs done.

b) The proportion of increase irrelevant to question of market rent.

c) In terms of hardship no evidence and household accounts provided. Tenant admitted to being able to pay extra £200. Hardship needs to be hardship of increased rent not hardship of leaving the property.

13. The Landlord provided screen shots of eighteen Right Move property listings for one bedroom flats within half a mile of SE1 5HE. The asking rents for these properties range from £1,400 pcm to £3,879 pcm.

The Tenant

14. In response to the Landlord's submission the Tenant provided a further response which can be summarised as follows:

    a) The Tenant accepts that the Section 13 notice is procedurally valid but argues that this does not justify the rent proposed, which must instead be assessed under Section 14 for true open-market value. They reject the Landlord's criticism of their evidence, stating it reflects transparent, real-world market data, unlike speculative asking prices.
    b) The Tenant disputes the claim that the estate was historically "underlet," noting that past rents were freely agreed and form the genuine market baseline for these specific properties, which the current landlord knowingly purchased. They argue that the estate itself provides the most accurate comparables, as widening the locality introduces properties with superior amenities and infrastructure not present on the estate.
    c) The Tenant confirms they have made no improvements affecting value and that the property remains in standard, unmodernised condition, meaning it should be valued at the estate's baseline rather than at a premium. They further contend that the scale of the proposed increase is inconsistent with what a reasonable landlord and tenant would agree.
    d) In relation to the Landlord's comparables, the Tenant states that many are asking prices and fail to reflect differences in condition and local amenities.

Determination and Valuation

15. 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.

16. Relying on its own expertise and general knowledge of rental values in the area, and the submissions of the parties, the Tribunal considers that the market rent of the subject Property would be in the order of £1,900.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.

Open-Market Rent **£1,900.00 pcm**

Undue hardship

17. The new rent takes effect from the date specified in the Landlord's notice 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 it makes its determination.

18. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they are unable to afford a rent increase but have not provided any further details or evidence to support their position.

19. The Landlord set out their response to the Tenant's hardship submissions in paragraph 12 (c.) above.

20. The threshold for demonstrating undue hardship is high. On the basis of the submissions from the Tenant, the Tribunal considers that for the increase to take effect from the date specified in the Landlord's notice would not cause undue hardship and does not fix a later starting date.

21. The Tribunal determines the new rent amount at £1,900 per calendar month with effect from 01 June 2026 which is the date specified in the Landlord's Notice of Increase.

Decision

22. The Tribunal determines the new rent amount 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 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.