	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BE/MNR/2026/0429
Property	42 Achilles Close London SE1 5HE
Tenant	Shaun Curry
Tenant's Representative	None
Landlord	BMR St James 5 Ltd
Landlord's Address	c/o 4th Floor Southerland house, 70-78 West Hendon Broadway, London NW9 7BT,
Landlord's Representative	Freshview Estates Ltd
Date of Application	28 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Mr W Gibbs
Date of Decision	21 October 2026
Rent Determined	£1,400 per calendar month
Date the new rent takes effect	1 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 £1,600 per calendar month in place of the existing rent of £1,202 per month to take effect from 1 June 2026. This being an increase of £398 (approximately 33%).

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 the 29 October 1993. The Tribunal were presented with a copy of the agreement at a rent of £584.27 per month. The tenancy was for a term of 6 months; therefore, this is a statutory tenancy agreement. Clause 2(6) contains a Rent Review clause linked to the Retail Price Index and we will refer to this matter later in the decision.

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:

5. No furniture was provided at the commencement of the tenancy agreement.

6. No service charges are payable by the Tenant.

Liability for Council Tax

7. 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.

8. There are none.

Inspection/Hearing

9. The Tenant requested a hearing which was agreed to by the Tribunal.

10. The Tenant requested the Tribunal to carry out an inspection of the property. In a decision dated 18 July 2026 the Tribunal determined such an inspection was not proportionate.

11. The Tribunal has therefore, considered this case on the basis of the hearing, together with the papers provided by the parties and its own knowledge and specialist expertise.

The Hearing.

12. A Video hearing via CVP to hear the parties' representations in this case was held on the 21 October 2026 at 2pm. The hearing was attended by Mr Issac Chisel on behalf of the Landlord, and the Tenant Shaun Curry. During the hearing the Tribunal set out the issues, and it is the Tribunal's task to determine a market rent based upon the evidence provided.

The preliminary issue

13. The First question for the Tribunal is Does it have jurisdiction to consider the application?

14. Firstly, the Tenant state that the S13 Notice submitted by the Landlord contains an error in the said notice of increase.

15. The matter raised by the Tenant is that the tenancy agreement dated 29 October 1993 contains a valid rent review clause linked to RPI (clause 2(6)) and for this reason the Landlord must strictly adhere to this clause. For this reason, the Tribunal do not have jurisdiction to consider the application.

16. Mr Chisel challenges this assertion in his witness statement. He states the tenancy is now statutory periodic Tenancy, so any contractual provision regarding a rent increase is obsolete and superseded by the s.13 regime as per London District Properties Management Ltd v Goolamy [2009] EWHC 1367 (Admin).

17. The Tribunal has considered this preliminary matter and determines that it does have jurisdiction to consider the case. This is now a statutory periodic tenancy (SPT) The original fixed-term tenancy was for a period of six months and, unless

another tenancy agreement was made, a statutory periodic tenancy started on the termination of that agreement Under *Goolamy* any rent review clause becomes dead letters, and the Landlord can use a Section 13 Notice to increase the rent, as is the case here.

18. For these reasons the Tribunal will now determine the application.

The Tenant's Submissions

19. The subject flat is unmodernised; the kitchen and sanitary fittings are original.

20. The property is unfurnished compared to the comparable evidence

21. The electric storage heaters are very basic and dated. Heating bills are excessive.

22. The carpets and floor coverings are in poor condition.

23. The proposed increase is excessive compared to rental properties in the Bermondsey area.

24. The external areas and common parts are in poor condition with a build up of rubbish and poor estate management which must be reflected in rental values.

25. The comparable evidence presented by the Landlord states asking rents and does not reflect the actual rental value agreed which could be a significant reduction in current market conditions.

26. The ventilation in. the kitchen and bathroom are very poor.

27. The double glazing is approximately 10 years old. There are gaps in the frames and evidence of mould.

The Landlords Submissions

28. The comparable evidence produced in the bundle confirm a market rent of £1600 per month.

29. The Tribunal must determine a market rent and the previous social rental values are historic and should not be considered relevant.

The Property

30. The property is a purpose built ground floor flat forming part of a three storey building built around 1990 with communal access arrangements. The

accommodation comprises, one bedroom, living room, kitchen and bathroom. The flat has an EPC Rating of C which is above average and a stated floor area of 37m2. The property has electric storage heating, double glazed windows, and flooring coverings.

Outside: The property has brick elevations under a pitched and tiled roof. There are non allocated parking spaces.

The Property is situated in an established residential area close to local amenities and South Bermondsey station.

Evidence

31. Both parties returned the Tribunal's completed Rent Appeal Statements together with helpful photographs and floor plan. The Landlord produced a schedule of comparable evidence of recent lettings in the Bermondsey area. The properties gave a very wide range of £1750 per month through to £3879 per month. The Tribunal found Mr Curry a very credible witness and thank him for his contribution.

Determination and Valuation

32. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenants.

33. The Tribunal is grateful to both parties for the written statements, the comparable evidence provided by the Landlord and helpful submissions made at the hearing. The evidence relied upon by the Landlord consists of advertised asking rents rather than achieved rents. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property may in the event let at a figure above or below the rent at which it was advertised.

34. Relying on its own expert, general knowledge of rental values in the Bermondsey area, together with the comparable evidence provided by the landlord, the Tribunal considers that the market rental of the subject property, modernised and in good condition would be in the order of £1600 per month. This is the rent

we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.

32. From this level of rent, the Tribunal has made the following adjustments in relation to the following:

a) Defective and dated electric heating system
b) Dated kitchen unit and bathroom units
c) Poor estate management of external areas.
d) Disrepair to floor coverings
e) Mould to window units

33. The Tribunal has considered very carefully this information and usings its own expertise considers that a deduction of £200 should be applied in order to take account of the above matters. It should be noted that this figure cannot be. a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

The full valuation is shown below:

Starting Rent	£1,600
Less	
a) Items given under a)-d) above	£200
Market rent	£1,400 pcm

Undue hardship

34. 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.

35. The tenant has stated that the proposed rent increase would cause undue hardship. The tenant states he is not able to afford the large rent increases. the Southwark LHA for a 1 bedroom flat in this area is £1291.98. He has lived in his home for 30+ yrs. All his support is very close by, doctors, hospital, and community support. The Tribunal has every sympathy for the Tenant, but on the basis of the evidence supplied by the tenant, the Tribunal considers that there is

not sufficient evidence to show this will not cause undue hardship and accordingly sets the starting date for the new rent as 1 June 2026.

Decision

36. Therefore, the Tribunal determines the market rent at £1,400 per calendar month with effect from the 1 June 2026 being the date of the Landlord's notice.

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.