	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BE/MNR/2026/0419**
Property	**36 Achilles Close London SE1 5HE**
Tenant	**Jayne Wilding**
Tenant's Representative	**None**
Landlord	**BMR St James 2 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 C Piarroux JP**
Date of Decision	**28 October 2026**
Rent Determined	**£1,625 per calendar month**
Date the new rent takes effect	**28 October 2026.**

© CROWN COPYRIGHT

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 in place of the existing rent of £1,367 per month to take effect from 1 June 2026. This being an increase of £533 (approximately 39%).

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 21 August 1996 The Tribunal were presented with a copy of the agreement at a rent of £670.00 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 27 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 28 October 2026 at 10am. The hearing was attended by Mr Issac Chisel on behalf of the Landlord, and the Tenant Jayne Wilding. 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 21 August 1996 contains a rent review clause linked to RPI (clause 2.6 A, B) 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 a 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 two electric storage heaters are minimal, very basic and dated. Heating bills are excessive.

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

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

23. 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.

24. The contractors instructed by the Managing Agents do not carry out maintenance and repairs in a professional manner.

25. There are gaps in the double glazing frames and evidence of mould.

26. The St James Tenants Association undertook a survey of 182 homes in the local area, and the data revealed the average rent for 2-bed properties in our local area is £1557.03 per month.

27. There is an infestation of rodents especially in the loft space.

The Landlords Submissions

28. The comparable evidence produced in the bundle confirm a market rent of £1900 per month.

29. The level of disrepair has not been reported to Freshview and contractors have been instructed to undertake necessary repairs.

The Property

30. The property is a purpose built ground and first floor duplex maisonette built around 1990 with a small grassed area on the frontage. The accommodation comprises, two bedrooms, living room, kitchen and bathroom. The maisonette has an EPC Rating of D which is average and a stated floor area of 62m2. 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 Ms Wilding a very credible witness and thank her 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 £1900 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
f) Rodent infestation.

33. The Tribunal has considered very carefully this information and usings its own expertise considers that a deduction of £275 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	£1,900
Less	
a) Items given under a)-f) above	£275
Market rent	**£1,625 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 confirms she is not able to afford a large rent increase. The Southwark LHA for a 2 bedroom flat in this area is £1500 per month. The Tenant has medical and mental health issues. She stated that she is in receipt and dependent on state benefits due to her conditions. She has lived in her home for approximately 30 years. All her support is very close by, doctors, hospital, and community support. The Tribunal has every sympathy for the Tenant and on the basis of the written and verbal evidence supplied, the Tribunal considers that there is sufficient evidence to show this determination will cause undue hardship and accordingly sets the starting date for the new rent as 28 October 2026.

Decision

36. Therefore, the Tribunal determines the market rent at **£1,625 per calendar month** with effect from the **28 October 2026** being the date of the Tribunal's decision.

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.