	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BE/MNR/2026/0458.**
Property	**30 Abercorn Way, Bermondsey, London SE1 5HL.**
Tenant	**Ms. Maxine Hall.**
Tenant's Representative	**None.**
Landlord	**BMR St. James (3) Ltd.**
Landlord's Address	**43 Castlewood Road, London N16. 6DW.**
Landlord's Representative	**Freshview Estates.** **Mr. Isaac Chisel.**
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	**Ms. Hamilton-Farey.** **Mrs. Ogunfeibo.**
Date of Decision	**26 October 2026.**
Rent Determined	**£1,480.00 per calendar month.**
Date of Valuation	**26 October 2026.**
Date the new rent takes effect	**26 October 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 **£1,600.00** per calendar month(pcm) in place of the existing rent of **£1,268.00** 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 **3 July 2018**. The rental period is **monthly.**

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid because they had had a rent increase in **2025 and this Notice of Increase was within 12 months of that Notice.**

5. The landlord made no comment, except to say that the Notice was valid.

6. The Tribunal considers the Notice of Increase to be valid. This is because the rent increase in 2025 was agreed between the previous landlord and the tenant and was not the subject of a S.13 Notice. In such cases, the 52-week period in between rent increases does not apply and the landlord may serve a S.13 Notice at any time after that rent has been agreed.

Allocation of Repairs between Landlord and Tenant.

7. 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.

8. Ms. Hall said that the property had been supplied with white goods, wardrobes, chest of drawers, and had old carpeting, but benefitted from double glazing and electric storage radiators.

Liability for Council Tax

9. 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.

10. **None.**

Hearing

11. The Tenant requested and appeared at the video hearing held on the CVP platform. Mr. Chisel appeared on behalf of the Landlord.

The Property

12. The Tenant requested an inspection of the property, but this was denied on the basis of proportionality in a decision of Mr. Peter Williams, a Legal Officer, on 17 July 2026.

13. The Property is a ground floor flat comprising 1-bedroom, combined kitchen and living room, plus a bathroom. It benefits from electric storage radiators, and double glazing. There is no parking or other allocated external space.

Evidence

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

The Tenant

15. The Tenant made the following comments:

    a) The Tenant confirmed that she had replaced the old carpet during the tenancy with laminate flooring to the living room and bedroom.

    b) The Tenant also produced a letter dated 23 June 2026 from the Landlord's agents, Freshview, that had been sent by the credit control department to residents on the estate, and confirm that, having been in conversation with Southwark Council, outstanding s.13 and s.21 Notices were on hold, and rent increases were not being pursued, for those cases that had not already been agreed or determined by the Tribunal. The Tribunal does not consider this helpful in determining the market rent, and if the tenant disagrees, to seek appropriate advice on it.

c) The Tenant suggested that the market rent for the property would be in the region of £1,368.00 per calendar month and relied on a letting of a studio flat in the same block at £1,345.00 per calendar month, including bills, and that this supported her claim that the £1,600 claimed by the landlord was unjustified. She also said that the landlord had suggested a compromise of £1,500.00 per calendar month.

d) The Tenant also confirmed that when she first occupied the flat, it had been let as Affordable Living but understood that the flat was no longer let on that basis and that market rents were applicable. She confirmed that no improvements had been made in the eight years of her tenancy, and that the property suffered from mould and mildew due to the fact that neither the kitchen or bathroom had windows and presumably relied on mechanical/passive ventilation.

e) The Tenant also said that if the rent were increased to the level sought by the Landlord, and back-dated to 1 June 2026, that she would suffer severe hardship, with the new rent representing over 70% of her take-home wage. She also referred to the ONS statistics that said to August 2026 rents in the area had increased by 5.4%, whereas the landlord was seeing a 26% increase.

The Landlord

16. The Landlord's representative made the following comments:

a) That the letter of 23 June 2026 was not applicable in this case, but he did not expand on that statement.

b) That if the tenant reported maintenance problems, they would be dealt with.

c) That the rent suggested by the Tenant was for a studio and therefore was not comparable with the subject property.

17. Mr. Chisel provided several comparables on which he wished to rely, the rents for these ranged from £1,400 per calendar month for a property in Old Kent Road, to £1,746 per calendar month for a flat in Abingdon Close.

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. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the region of £1,600 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including having furniture provided by the landlord.

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

    a) Lack of modernisation 5% given the length of the tenancy.
    b) Cost to replace carpets by tenant 2.5%

    The full valuation is shown below:

Starting Rent			£1,600.00 pcm
Less			
a)	Items given under a) above	£80.00	
b)	Items given under c) above	£40.00	£ 120.00
Open-Market Rent			**£1,480.00**

Undue hardship

21. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.

22. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because the increased rent will represent more than 70% of their take-home pay. They also say that they would not be able to pay the back-dated 'arrears' if the Tribunal sets the rent with effect from the date in the Notice. The Tenant suggested that it would be helpful if the Landlord would phase the increase.

23. The Landlord only said that hardship does not affect market rents and should not be considered. The Tribunal disagrees with this statement. Affordability must have an effect on rents payable. If tenants cannot afford rentals, landlords would have to reduce their rents to ensure a lack of voids.

24. We found the Tenant to be credible in terms of hardship, she had specified how much more of her take home salary would be taken up in rent, and we are persuaded that this is an indicator of hardship that should be considered by the Tribunal. In this case, we determine the commencement of the new rent shall start on the date of this decision 26 October 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.