FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BE/MNR/2026/0460**
Property	**:**	**24 Acanthus Drive** **London SE1 5HJ**
Applicant	**:**	**Elsie Margoth Castro Castro** **Maria Fernandu Carrillo Castro** **Jose Luis Garcia Arias (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**BMR St James 4 Ltd. (Landlord)**
Representative	**:**	**Freshview Estates (Agent)**
Date of Application	**:**	**29 May 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS** **S. Greer**
Date of Decision	**:**	**15 October 2026**
Rent Determined	**:**	**£1900 per calendar month**
Date of new rent start	**:**	**1 June 2026**

REASONS FOR DECISION

Background

1 A landlord's notice dated 31 March 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1900 per calendar month in place of the passing rent of £1514 pcm to take effect from 1 June 2026.

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2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

3 The assured tenancy is now periodic calendar monthly.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

5 Furniture provided included: 2No. beds, wardrobe. A freezer, washing machine, oven – the usual white goods were also included. Carpets and other floor finishes were included.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property is a first floor flat, purpose built late 1980's. The Property has two bedrooms, living room/ kitchen, bathroom/ wc. It is part of a low rise Building of similar flats. Flats share a common entrance and stairwell. There is no mention of a lift. There is a communal garden to front and rear.

10 The road consists of very similar buildings in an established residential area. There are on street parking restrictions and off street parking at no additional charge. (Google Streetview October 2022).

11 The Building is of traditional brick fair faced external appearance. The main roof over the Building appears to be double pitched single lap tiled. The Building seems to be in good to fair order externally. Windows appear to be double glazed to the Property. There is electric powered storage heating (space and water).

12 The Property is located some way north of the Old Kent Road, to the far eastern extremity of the Bermondsey SE1 postal code, in what is almost Rotherhithe SE16. The estate has a "suburban feel" despite being within reach of the City of London but, is unlike much of SE1 to the west into Bermondsey and Borough and north of Walworth SE17, where the majority of market housing, is very new, prepared to a high standard and arranged as flats in buildings of several storeys.

Evidence

13 The Tribunal received completed Form MR 1 from the tenant. Form Rents 1a from the landlord was received. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

14 The tenant did contest the form and timing of the landlords S.13 Notice and challenged the new rent. The tenant stated that the current rent had been set less than 52 weeks before and that being less than 52 weeks apart, the Form 4 served now could not be valid. The mechanism that the landlord had adopted previously, was not cited.

15 The tenant mentioned problems with a water pump which led to water wastage. An infestation problem had affected carpets, historically. There were damp and mould patches to surfaces. There were no photographs.

16 The tenant felt that the rent should be £1557.03 pcm. The figure for this 2 bed flat came from the Statement prepared by the St James Tenants Association which averaged rents for 1, 2 and 3 bed homes in this part of SE1. It was unclear if these were recently agreed rents or historic. The Association recorded their report as prepared in May 2026.

17 The tenant referred to other indcxed rents for SE1, drawing the distinction between the eastern end of the postcode from the generally newer and much better built quality flats to rent in the western end of SE1. She also commented on the general slow decline of the condition in her Building and the estate.

Landlord

18 In their MR2, the landlord provided some contrasting comparable material for 2 bedroom flats available generally in SE1, on the open market around May 2026 including: 1. Rossetti Road £1950 pcm. 2. Archers Lodge Culloden Road £1750 pcm. 3. Sheppard Drive SE16 £1850 pcm. 4. George Elliston Ho. Old Kent Road £1907 pcm. 5. Weald Close SE16 £1950 pcm. 6. Lynton Road £2100 pcm. 7. Stevenson Crescent SE16 £2100 pcm. 8. Thorburn Sq. £2200 pcm. 9. Cadet Drive £2200 pcm. The reminder appeared to be offered to a better specification and or located in Rotherhithe SE16, further east.

Most appeared to be in blocks with internal communal spaces as at the Property.

19 The landlord confirmed to the Tribunal that all reported defects were dealt with promptly and challenged the tenant to show that this was not the case.

Law

20 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming it to be in a reasonable internal decorative condition.

Validity

21 The Tribunal finds that the notice of rent increase is valid. Although it was served less than 52 weeks since the last rent increase, that prior increase was made by the former landlord, using the contractual mechanism in the lease; not via the S.13 Form 4 Notice. Following 1 May 2026 and the changes from the Renters Rights Act 2025, future rent increases will only be possible via the S.13 procedure and the modified Form 4a for private landlords.

Valuation

22 From the Tribunal's own general knowledge of market rent levels in the north of LB Southwark for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1900 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market if it was in the same condition as comparable properties including landlord's white goods and carpets in the Property.

23 The Property experienced a small number of minor defects. It also had electrically powered storage heating rather than gas fired wet circuit heating. The Tribunal considers this more expensive and less controllable than gas powered conventional water and space heating. Furniture or its absence, makes no difference here. However the comparables provided have the same form of space and water heating and so it makes no deduction to reflect this element further. The Tribunal therefore determines the new market rent at £1900 pcm.

Undue Hardship

24 Allowance for hardship from this increase in the rent was sought by the tenant in their application. However the materials and detail provided

were insufficient for the Tribunal to consider that "undue" hardship would result. The Tribunal cannot reduce the rent, it could if "undue" hardship were to be shown, at most, only delay the effective date of the increase to the date of the hearing. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

25 The starting date of the new rent of £1900 pcm inclusive to be levied is from and including 1 June 2026.

26 **Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 15 October 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).