



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	:	LON/00AP/MRA/2026/0024
Property	:	Flat 52 Zenith House 69 Lawrence Road London N15 4FC
Applicant	:	Matthew Roderick (Tenant)
Representative	:	None
Respondent	:	Zenith House (Tottenham) Ltd. (Landlord)
Representative	:	‘Vervlife’ (Agent)
Date of Application	:	11 June 2026
Type of Application	:	Determination of a Market Rent sections 13 &14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS M. Lynch
Date of Decision	:	29 September 2026
Rent Determined	:	£1500 per calendar month
Date of new rent start	:	1 October 2026

REASONS FOR DECISION

Background

- 1 A landlord’s notice FORM 4A, dated 24 June 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1600 per calendar month in replacing a passing rent of £1550 pcm, with effect from 1 September 2026, rent payment date being the 1st of each month.

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 No furniture. No services, apart from internet included in the rent.

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 within a new residential block of flats c.2020 low rise (the Building) near the centre of South Tottenham north of West Green Road. The Building is set among a mixed area of older terraced houses, some converted to flats and several similar newer low rise infill buildings of purpose built mixed sized flats, as at this Building. (Google Streetview September 2024).

10 The Building walls are finished to brown brick, modern triple glazed alloy/ plastic window frames. Some flats have balconies. There is free use of communal access ways, landings, lifts etc..

11 The Property is on the second floor. There is 30m² studio space – a room with adjacent shower/wc within. There is a built in wardrobe and other storage space. Windows are triple glazed. There is a centralised electric powered water and space heating system. There were some 104No. flats in the Building, a mix of studio, one and two bedroom.

Evidence

- 12 The Tribunal received completed Form MR1 of 11 June 2026 with the landlord notice in Form 4a. Later the reply Form MR2 came from the landlord both providing some background to the Property and the letting. The tenant replied through Form MR3. The Tribunal is grateful for such information provided by one or both of the parties.

Tenant

- 13 The tenant did not contest the form or content of the landlord's S.13 Notice but, did contest the new rent.
- 14 The tenant referred to two markets for studio flats locally: Those at the Building and older properties often conversions, nearby. The tenant provided details of generally smaller property to let at between £1100 to £1300 pc. They were not convinced at the "headline" asking rents for other studio flats at the Property. He had been offered an initial discount on his rent and believed that these were still common practice at the Building by the landlord.
- 15 He had been offered and accepted a seasonal "special offer" on his initial rent deduction of £150 pcm for a year on his otherwise initial rent of £1550 pcm. The offer had recently lapsed at the end of the contractual term and the rent had reverted earlier in 2026 to £1550 pcm. The landlord now sought to "increase" it further to £1600.
- 16 The tenant included a small selection of photographs showing the interior and exterior of the Property and taken from generic letting details of other flats in the Building. The tenant maintained that up to 15No. other flats were available from his review of the market.

Landlord

- 17 The landlord's agent presented details of other studio flats in the Building. They challenged the account of the number of current voids. The flats to let were offered via a multi agency basis, as well as directly from the Building management company, giving the impression of more voids than was actually the case. Special offers on initial rents were available from time to time especially for the 'basement' flats with limited daytime lighting. Rents were maintained at £1550 to £1600 for other recently let studio flats even to £1625 on the better (higher floors of 2nd and 3rd) in the Building. Those flats outside the Building were smaller or of an older poorer quality.
- 18 The landlord explained that internet connection was provided in the rent but that water, electric, council tax fell to the tenants to pay. The Building offered a communal lounge and 'cinema' room on the top floor with open balconies. There was an 18 hour 'concierge' service ad rapid reporting and servicing of flats by the landlord's management.

Law

- 19 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 that the Property to be in a reasonable internal decorative condition.

Valuation

- 20 From the Tribunal's own general knowledge of market rent levels in LB Haringey having regard to each party's comparable material and view of the market and local marketing, for a Property of this type and location, it determines that it would let on normal Assured Periodic Tenancy (APT) terms, for £1500 pcm, fully fitted and in good order without the need for rental concessions. 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 floor coverings.
- 21 The Tribunal makes no adjustment to the starting figure and therefore determines the new market rent at £1500 pcm.

Undue Hardship

- 22 At most, the start date for the new rent could be delayed by a Tribunal by up to 2 months, effective from the beginning of the next rent period following, if undue hardship were shown by the tenant. It does not affect the market rent level itself. Allowance for hardship from this increase in the rent was sought by the tenant in their application but no documentary detail was offered. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

- 23 The new rent of £1500 pcm is to be levied from and including the start date of the next rent period falling due, which is 1 October 2026.
- 24 **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 29 September 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).