FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AP/MRA/2026/0145**
Property	**:**	**Flat 24 Gessner Apartments 3 Watermead Way London N17 9QZ**
Applicant	**:**	**Yakshina Mistry & Tasnia Ali (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**WOL (The Gessner) General Partner Ltd (Landlord)**
Representative	**:**	**Way of Life Management (Agent)**
Date of Application	**:**	**20 July 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS** **W. Gibbs**
Date of Decision	**:**	**23 September 2026**
Rent Determined	**:**	**£2746 per calendar month**
Date of new rent start	**:**	**30 September 2026**

REASONS FOR DECISION

Background

1 A landlord's notice FORM 4A, dated 2 June 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2746 per

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calendar month in replacing a passing rent of £2550 pcm, with effect from 2 June 2026.

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 included: Sofa, dining table, 4 chairs, 2 beds, 2 mattresses, 2 chairs, 4 bedside tables, 2 chest of drawers. Floor finishes wood, tile. Landlord's white goods.

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 to some 14 floors (the Building) to the west side of north/ south route, Watermead Way leading on to Hale Road A1055 connecting on to the east/ west North Circular Road. The Building is set among an area of significant redevelopment for new low and medium rise residential blocks. There are older terraces of houses and former houses further west. The Property is near the Tottenham Hale Tube and Rail stations. (Google Streetview September 2024).

10 The Building is a significant medium rise block with a substantial new provision of modern residential flats. The walls are finished to dark grey/ brown brick, modern double glazed alloy/ plastic window frames. Some flats have small balconies. There is free use of communal access

ways, landings lifts etc. but there are additional spaces in the Building, which tenants can periodically rent.

11 The Property is located on the second floor. It appears to be on the side facing Watermead Way but, its not clear. There is no balcony. There are 2 bedrooms, 2 bathrooms and a combined living room/ kitchen. Windows are double glazed. There is a centralised water and space heating system.

Evidence

12 The Tribunal received completed Form MR1 of 20 July 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 as was provided by one or both of the parties. Both parties made very lengthy submissions. Neither established any clear trends or patterns of value by floor or by orientation within the Building.

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 refers to a number of repairs said to be reported but only slowly and or unreliably fixed by the landlord. These included: Air drafts from 1 or more double glazed closed windows; dirt and noise from busy road traffic; construction works below and very nearby for a recent significant period; the shower broken; lifts not working reliably; a broken entrance door, the ground floor Building concierge not operating 24/7.

15 The tenant refers to some second floor units nearby. A second floor unit available at £2550 pcm and another at £2750 pcm including a garden and £2675 pcm for another flat including a terrace. The tenant proposes a new rent of £2600 pcm. It was unclear when these properties were offered or finally let and how historic these rents might have been. Various unlabelled photographs of the interior and exterior were included.

Landlord

16 The landlord's agent presented areas in Imperial measures. They described the Property as 851ft2 rather than the more typical 833ft2 sized flat in the Building. They referred to a report from Valuers Savills who placed the estimated rental value at £2850 pcm. They referenced some 64No. flats in the building at a current average of £2803 pcm including the smaller flats. Several flats were identified by floor number but, not by which side of the Building they might have been located on.

17 They examined several flats: No.8 Floor 9 851 ft2 unfurnished let March 2026 at £2860 pcm. No.142 Floor 10 851 ft2 furnished let June 2026 at £2860 pcm. No. 131 Floor 9 851 ft2 unfurnished let July 2026 at £2894 pcm. The landlord provided details of another 3No. flats on floors 5 and 7 with a range of rents comparable to these initial 3.

18 The landlord stated that the tenant had mistakenly referred to older lettings of flats in the Building: No.8 which had let for £2625 August 2025 since re-let for 2850 pcm. No.23 which had let for £2550 pcm not since reviewed. No.18 let for £2750 but 52' smaller. No.148 11th floor, let for £2765 but 72' smaller.

19 The landlord challenged all of the complaints made by the tenant about various deficiencies. Landlord: not an HVAC system, it is HIU; radiators can be turned off within apartments; residents only pay for their actual usage; no report of window draught (offered appointment to inspect); no complaints about building works and efforts made to keep disruption to a minimum; fixed shower in a timely manner and offered to repaint mould wall; faulty window fixed in 2025; emergency concierge available at night; 4x lifts and always a functioning lift available; communal area booking fees only at weekends. They had concluded either that the tenants had not raised their complaints with the landlord at the time; or if they had, these had been addressed promptly; that the defect in a communal area would was short term or minor in nature; or that they had mistakenly tried to use Property or Building services in a way never intended. The landlord maintained that there had been small but steady growth in rents in the Building despite the initial burst of additional accommodation released in the area on completion of the Building in recent years.

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

Valuation

21 From the Tribunal's own general knowledge of market rent levels in LB Haringey having regard to each party's comparable material, preferring those from the landlord in the Building; for a Property of this type and location, it determines that it would let on normal Assured Periodic Tenancy (APT) terms, for £2750 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 floor coverings.

22 The Tribunal found that there were no long term or significant defects in the Property or in the larger Building of which it formed part. The Tribunal makes no adjustment to the starting figure and therefore determines the new market rent at £2750 pcm. However the Tribunal is now capped at the landlord's proposed rent of £2746 pcm.

Undue Hardship

23 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 not sought by the tenant in their application. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

24 The new capped rent of £2746 pcm is to be levied from and including the start date of the next rent period falling due, after 23 September 2026, which is 30 September 2026.

25 **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 23 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).