



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

Case Reference	:	CAM/22UJ/MRA/2026/0021
Property	:	2 Hazelnut Walk Harlow Essex CM17 9UJ
Applicant	:	Julie Sampson (Tenant)
Representative	:	None
Respondent	:	The PRS REIT (LGIM) Investment LLP (Landlord)
Representative	:	Ascend Estates Ltd. (Agent)
Date of Application	:	6 July 2026
Type of Application	:	Determination of a Market Rent sections 13 &14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS O. Awotesu
Date of Decision	:	28 August 2026
Rent Determined	:	£1850 per calendar month
Date of new rent start	:	18 September 2026

REASONS FOR DECISION

Background

- 1 A landlord's notice within Form 4a, dated 7 July 2026 under Section 13(2) Housing Act 1988 proposed a new rent of £1870 per calendar

month in place of the passing rent of £1670 pcm with effect from 18 August 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 No furniture. Landlord's White Goods and floor coverings.

Liability for Council Tax

- 6 Tenant (see above).

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 described as a semi-detached (tenant) end terraced (landlord) two level house built around 2020. The Property has 3No. bedrooms and bathroom on the first floor and living room and kitchen with a further wc at ground level. It is part of a much larger 2020's housing development within Harlow New Town (low rise flats and small houses). The Property is accessed from a pedestrian pathway and adjacent road.
- 10 Although the parties appeared to accept that the house had an off road parking space, the Tribunal did not see one. There are no apparent parking restrictions in the estate roads but, space for parking and local traffic is at a premium. The house has a small back garden and a smaller front one. (Google Streetview October 2024).
- 11 The Property is of traditional fair faced brick external appearance, around an internal timber frame. The roof over the Property is simple,

steep double pitched, double lap tiled covering. The Property seems to be in good order. Window glazing appears to be double glazed to the Property. There is gas fired, water and space heating, assumed.

Evidence

- 12 The Tribunal received completed Form MR 1 and MR 3 from the tenant. Form MR2 from the landlord was received. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

- 13 The tenant contested the notice of rent increase as invalid for two principle reasons: 1. It was not served as hard copy by hand or by post, but rather as an electronic version, only. 2. It contained irrelevant and or incorrect dates.
- 14 On the first point of the defective notice: *“The purported rent increase notice was served by email. However, my tenancy agreement contains no provision permitting the service of formal notices by email, nor does it contain any agreement by me to accept legal notices electronically. The agreement specifies a postal address for the service of notices on the landlord but makes no equivalent provision allowing notices to be served on the tenant by email. While the agreement records an email address as contact information, this does not amount to consent to electronic service of statutory notices. Accordingly, I submit that the notice was not served in accordance with the terms of the tenancy agreement and should not be regarded as validly served.”*
- 15 The tenant referenced (without providing copies or full citations) 2No. court decisions, said to support the view that service of the notice was invalid: **“Khan v D'Aubigny (2025)”** *The Court of Appeal confirmed that formal tenancy documentation constitutes legal notices where appropriate and reinforced the importance of complying with the contractual and statutory rules governing service.* **Cowthorpe Road 1-1A Freehold Ltd v Wahedally (2017)** *The courts adopted a strict approach to electronic and other non-traditional methods of service, emphasising that electronic copies do not constitute compliant service unless expressly authorised.”*
- 16 On the second point of the defective notice: *“The notice is invalid because clause 4.4 contains an incorrect date. It states that the first rent increase was on 11 February 2003, which is clearly incorrect and does not reflect the tenancy history. The correct date should be 18 August 2022, as this was the first rent increase following the commencement of my tenancy in 2021.”*
- 17 The tenant adds to this in their reply to the landlord in Form MR3: *“I dispute the Landlord's assertion that this is a misunderstanding. Independent legal advice confirms that, under the revised Section 13*

form (effective 1 May 2026), Section 4.4 should be left blank where no previous Section 13 notice has been served. As the Landlord entered 18 August 2026, I submit that the notice is defective and therefore invalid. I also maintain that the Section 13 notice was not validly served. The tenancy agreement does not expressly authorise service of statutory notices by email or record my consent to electronic service. Routine email correspondence does not amount to such consent, which must be clear and express. The fact that I received or responded to the email cannot cure defective service, and any alleged lack of prejudice is irrelevant.

- 18 The tenant also challenged the new rent proposed as too high. The tenant said that nearby properties were let at levels at or below the passing rent. The tenant felt that the rents achieved by the landlord were not reliable and the tenants of comparable addresses adjacent and a detached home opposite paid £1700 pcm or less. The tenant did not cite further details.
- 19 The tenant felt the rent should be £1700 pcm. That said, in their Form MR3 they stated: *“While I accept that the proposed rent may broadly reflect local market levels, I object to its fairness. Comparable neighbouring properties managed by the same landlord attract significantly lower rents, and my rent has increased above inflation every year since the tenancy began.”* However the tenant did not include further details in support.
- 20 The tenant referred to repairs required at the Property: Cracking (perhaps settlement) had arisen to some of the walls; a damaged carpet to the hallway, a defective mains wired carbon monoxide alarm and an inadequately laid lawn in the back garden. While the cracks had been reported to the landlord, nothing had been done to repair them. The tenant had to replace the hall way carpet (£500) and fit a replacement carbon monoxide alarm, both at her expense also due to landlord inaction. They also had to spend time and money trying to improve the poorly laid garden, to make it usable.

Landlord

- 21 The landlord confirmed most of the details about the Property as set out in brief by the tenants MR1. They described it as end terraced rather than semi-detached.
- 22 The landlord addressed the two issues about the notice: The method, No.1. : *“The Tenant submits that the notice was invalid because it was served by email and the tenancy agreement does not expressly provide for service by email. The Landlord does not accept this submission. The tenancy agreement requires notices to be given in writing but does not prohibit service by email or specify post as the exclusive method of service. Throughout the tenancy, the parties communicated by email using the address provided by the Tenant. The Section 13 notice was sent to that address and was clearly received, as*

demonstrated by the Tenant's detailed response. The Tenant has suffered no prejudice as a result of the method of service. The Landlord therefore submits that the notice was validly served.” The landlord does not seek case law support to their argument.

- 23 Notice – The content, No.2. : *“The Tenant submits that the notice is invalid because clause 4.4 refers to '11 February 2003' and states that the correct date should be '18 August 2022'. This submission is based on a misunderstanding of the purpose of clause 4.4. The reference to 11 February 2003 is not intended to identify the date of the Tenant's first rent increase. Rather, it is the statutory reference date prescribed in the approved Section 13 notice, reflecting the commencement of the relevant legislative provisions. Clause 4.4 requires the landlord to state the first rent increase occurring after that statutory date, not the first rent increase following the commencement of the Tenant's tenancy.”*
- 24 The landlord was clear that the small issues – the carpet, gas alarm, garden and initial settlement that had arisen at the Property were, by now, historic. No repairs had been reported since the last rent review about a year prior to now.
- 25 The landlord referenced 3No. lettings close by, of ‘identical units’.
1. Pearl Drift Way June 2026 £1930 pcm.
 2. Barnfield Way Apr 2026 £1900 pcm.
 3. Hazelnut Walk June 2026 £1890 pcm.
- 26 And to let of very similar semi-detached units not quite a mile away:
4. Coalport Close July 2026 £2000 pcm. (more parking, 2nd bathroom)
 5. Boulton Close July 2026 £2000 pcm. (more parking, 2nd bathroom)

Law

- 27 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.

Validity

- 28 Dealing with the validity of the notice: The Tribunal considered the case law referenced by the tenant.
- 29 1. **Khan v D'Aubigny (2025) EWCA.** The tenant in this case sought to have an otherwise valid S.21 Notice to Quit invalidated, as accompanying documents with the lease grant, that should have been

provided by the landlord, had not been sent or received in time by post but by email, only. The court found that the notice was not valid.

- 30 **2. Cowthorpe Road 1-1A Freehold Ltd v Wahedally (2017).**
The landlord sought to serve counter-notice electronically. The County Court, on this occasion, decided that serving a statutory counter-notice via email or fax would be invalid under the Leasehold Reform, Housing and Urban Development Act 1993, unless explicitly agreed upon between the parties. Service was attempted (by the landlord), on the legal representative for the leaseholder, despite the fact that the representative already explicitly and routinely denied that such service could be effective. Failure to serve valid counter notice left the landlord deemed to have accepted terms for enfranchisement as proposed by the tenant.
- 31 The situation considered by the county court in 2017 may be considered to have developed with e-commerce in the intervening 10 years. Whilst the Tribunal takes a pragmatic view of a routine rent review for a residential property, a higher tribunal may wish to re-consider this wider principle, on request of either party of course.
- 32 The Tribunal finds here that: The rent was due for review after a year; that a review was expected by the tenant; that the tenant received written notice, albeit electronically rather than on paper. The tenant had conducted all prior lease correspondence with the landlord by electronic means, including their initial review, approval and signing of the lease. Their copy of the lease had been transmitted to and received by the tenant in electronic format. The tenant duly received notice and was able to (and did), respond in timely and valid fashion to challenge the notice by applying (by electronic means) to the Tribunal via Form MR1. That the tenant suffered no prejudice by receiving (and responding to) the notice in electronic form rather than on paper. The Tribunal finds the notice of rent increase was validly given here.

Valuation

- 33 To the Tribunal the Property appeared in a partial view on Google Streetview a small detached 3No. bedroom house but, the parties saw it as semi-detached or end-terraced. The Tribunal accepts the consensus that the Property is an end terraced house. The landlord described it as having a single car space which was not contested by the tenant. Again the Tribunal did not see this space from Google Streetview but, accepts the consensus that it did.
- 34 From the Tribunal's own general knowledge of market rent levels in Harlow, Essex, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1850 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.

- 35 Although there had been some issues of disrepair these were either superficial or historic at the valuation date. The Tribunal makes no end allowance to reflect ongoing disrepair and confirms the figure of £1850 pcm as the new market rent.

Undue Hardship

- 36 The tenant raised the issue of hardship. If the Tribunal consider that there is hardship then it must also be undue. In case of undue hardship, then at most, the Tribunal may delay the effective start date for the new rent to the start of the first rental period, up to two months after, the date of this Decision. However undue hardship is not a factor affecting the level of a new rent. The tenant referred to use of Housing Benefit and the family living in the home but, provided no supporting documents. The Tribunal makes no change to the start date for the new rent.

Decision and effective start date

- 37 **The starting date of the new rent of £1850 pcm to be levied is from the next rental period start date arising, after the date of the Decision. The new rent is payable from and including 18 September 2026 therefore.**
- 38 **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 28 August 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).