

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/26UE/MRA/2026/0033
Property	The Hostel Flat, Woodhall Lane, Shenley, Hertfordshire, WD7 9AA
Tenant	Natalie Soffer
Tenant's Representative	
Landlord	Woodhall Stud Ltd
Landlord's Address	Woodhall Lane, Shenley, Hertfordshire, WD7 9AA
Landlord's Representative	Julian Lewis
Date of Application	18 July 2026
Type of Application	Determination of an Open-Market Rent Sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Tribunal Member David Hunt MRICS
Date of Decision	16 September 2026 via CVP
Rent Determined	N/A

REASONS FOR THE DECISION

Background

1. On 19 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,000 per calendar month (pcm) in place of the existing rent of £1,800 pcm to take effect from 20 July 2026. The Applicant challenged the validity of that notice on the basis that it did not provide the requisite notice by reference to rental periods. At the hearing, Mr Lewis confirmed that the Landlord did not seek to rely upon that notice and it was withdrawn.
2. On 23 July 2026, after the application had been made, the Landlord served a further notice under section 13(2), again proposing an increase in rent to £2,000 pcm, this time to take effect from 03 October 2026. At the commencement of the hearing, Mr Lewis confirmed that it was this second notice upon which the Landlord sought to rely.
3. On 18 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice dated 19 May 2026 proposing a new rent to the Tribunal for determination of an open-market rent.
4. The tenancy commenced on 26 April 2024 for 12 months and was extended on 03 May 2025 for a further 12 months. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

5. In her application, the Applicant challenged the validity of the notice dated 19 May 2026. As set out above the Landlord subsequently withdrew the notice and served a further notice dated 23 July 2026. At the hearing, the Applicant confirmed that she did not challenge the validity of the second notice. It was agreed that the hearing would proceed to assess the rent encompassing the replacement notice.

Hearing

6. A hearing was held on 16 September 2026 by video platform. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

Evidence

7. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply). Ms Soffer gave oral evidence and Mr Lewis gave oral evidence on behalf of the Landlord. During the course of the hearing, Mr Lewis was referred to email correspondence between the Applicant and Sameera Shaikh-Kiayani dated 15 April 2026 at page 1 of the exhibits to the MR3. The material part of the email stated:

Good afternoon Natalie,

I hope you are well.

I am writing to inform you that your tenancy is due for renewal on the 3rd May 2026. We are pleased to renew your contract on an Assured Periodic Tenancy.

Management have decided not to increase the rent this year, so your rent will remain at £1,800.00 per calendar month.

However, due to the rising costs, management have decided to introduce a service charge for all tenants. This will cover water, drainage, sewage and overall maintenance of the estate. This will be £100.00 per calendar month and will be payable on the same date.

8. When the email dated 15 April 2026 was put to Mr Lewis, he stated that he had not previously been aware that the Applicant had been informed that there would be no increase in rent. Having considered the email, he confirmed on behalf of the Landlord that the Landlord would honour that representation. He therefore withdrew the notice dated 23 July 2026 and confirmed that the rent would remain at £1,800 pcm until 03 May 2027. Mr Lewis further confirmed that the Landlord would write to the Applicant confirming that position.
9. In light of the Landlord's withdrawal of the notice, the Tribunal asked the Applicant whether she wished to pursue her application for a determination of rent. After considering the position, the Applicant confirmed that she wished to withdraw her application.

Decision

10. The Landlord having withdrawn the notice dated 23 July 2026 and the Applicant having thereafter withdrawn her application, there is no rent for the Tribunal to determine. The proceedings are therefore properly concluded without any determination by the Tribunal as to the open market rent of the Property.

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 of the issue of this statement of reasons (rule 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.