	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/30UK/MRA/2026/0143
Property	32 Methuen Avenue, Preston, Lancashire, PR2 9QX
Tenant	Allen Paul Dumelod Cathy Macarubbo
Tenant's Representative	
Landlord	Lancaster Roman Catholic Diocesan Trust
Landlord's Address	The Pastoral Centre Balmoral Road Lancaster Lancashire LA1 3BT
Landlord's Representative	Jones Cameron Estate Agency Limited
Date of Application	17th August 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge John Murray LLb Mr. Amin Hossain MRICS
Date of Decision	23 October 2026
Rent Determined	£725 per calendar month
Date of Valuation	25th August 2026
Date the new rent takes effect	25th October 2026

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REASONS FOR THE DECISION

Background

1. On 17th June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £725 per calendar month(pcm) in place of the existing rent of £625 pcm to take effect from 25th August 2026.

2. On 17th August 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 25 May 2020. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. The Property is unfurnished.

Liability for Council Tax

6. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

7. None

DETERMINATION

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Tribunal did not carry out an inspection of the Property neither party having requested one.

10. The Property was described in the application as a semi detached house, offering the following accommodation:

    Property: One living room, one dining room, one galley kitchen, two standard double bedrooms, one small single box room (measuring approximately 7ft 11in x 6ft 1in or Total Floor Area of 48 sq ft), one first-floor bathroom with toilet, and one unheated ground-floor toilet.

    Outside: the property includes a small front and rear garden, and a single brick garage (approximately 11ft 10in x 21ft 10in or Total Floor Area of 258 sq ft) that only accommodates one sedan vehicle. Access to the garage is via a Bitmac driveway which is in a state of disrepair, exhibiting multiple potholes and active surface breakdown, which heavily impacts vehicle access and external usability.

Evidence

11. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

12. The Tenant made the following comments:

    ### Heating System Specification:

13. The property relies on a legacy gas central heating system. Out of the 9 total heat emitters in the home, 8 are obsolete, thin single-panel steel radiators with no thermal convection fins, which heavily restricts heat output and increases energy costs. Crucially, all three bedrooms are fitted with these single-panel radiators. Only 1 radiator (located in the living bedroom) is double-panel unit. Furthermore, the ground-floor toilet room is completely unheated, featuring zero radiator or pipework infrastructure.

    ### Glazing and Thermal Performance:

14. The property features significant thermal deficits. The entire rear of the house utilizes legacy single-glazed windows set within heavily aged wooden frames. These external frames exhibit advanced decorative neglect, with extensive peeling paint and visible cracking in the wood grain, exposing the framework to weathering. The front entrance consists of an uninsulated front door with 3 single-glazed panel inserts, framed by four large single-glazed mirror side panels that create a major, permanent draft point in the hallway. Additionally, single-glazed windows remain on the upstairs landing window and the secondary kitchen window framework.

Internal Joinery and Spatial Layout:

15. Internal doors are thin, legacy hollow-core wooden structures. The living room and dining room utilise these lightweight hollow-core doors, which offer very poor acoustic isolation. The ground-floor toilet, the first-floor bathroom, and the entrance-to-kitchen walkthrough zone all utilize space-saving, face-mounted sliding hollow-core doors. Crucially, the kitchen walkthrough sliding door (Photo D2-A) and the door (Photo D2-C) that leads from the kitchen to the rear back door vestibule area features an uninsulated single-glazed glass panel. Because these sliding doors sit flush against the wall face rather than sealing tightly inside a standard frame, they leave permanent gaps around the perimeter. Combined with the single glazing, this severely compromises visual privacy, acoustic privacy, and thermal containment between the cold hallways and the main kitchen/living spaces. The kitchen itself is a highly restricted, narrow galley layout (measuring 10ft 2in x 5ft 10in or Total Floor Area of approximately 59 sq ft) that serves as
a walkthrough thoroughfare to the rear vestibule.

The tenants have occupied the property continuously for over 6 years as reliable, rent paying occupants. The managing agent's proposed increase to £725.00 is based on a flawed valuation that incorrectly claims the property features a "large double garage." As documented by the exact internal dimensions (11ft 10in x 21ft 10in or Total Floor Area of 258 sq ft) and the photograph provided in Photo D5-B, it is a narrow single garage that can only accommodate one sedan vehicle. Crucially, the managing agent used this incorrect feature to justify the premium rent rate, explicitly stating in her email dated 29 June 2026 (attached as 05_Exhibit_E_Agent_Email_Thread_29_June_2026.pdf): "Additionally, that property does not have a large double garage."

Furthermore, the managing agent exhibits a severe lack of familiarity and continuous knowledge regarding the property's true baseline condition. The agency only managed the property briefly until November 2020, followed by a four-year gap with zero management visibility, before resuming control on June

5, 2026, as proven by the official Notice of Change of Managing Agent (attached as
06_Exhibit_F_Notification_of_Agent_Change_June_2026.pdf). Because of this
extensive gap in property oversight, the agent's reliance on the Raleigh Road property as a direct rental comparable is fundamentally broken. A direct comparison of the official government certificates—
07_Exhibit_G_Official_EPC_32_Methuen.pdf (Subject Property EPC) and
09_Exhibit_G2_Comparative_EPC_Raleigh_Road.pdf (Agent's Comparable EPC)—reveals that the agent's benchmark property is officially rated as "Fully double glazed," whereas 32 Methuen Avenue is formally registered as having only "Partial Double Glazing" set within heavily aged, un-maintained wooden window frames with peeling paint and cracking wood grain.

The agency has entirely failed to apply an open-market discount for our property's extensive single glazing, the absolute lack of any heating source or radiator infrastructure in the ground-floor toilet, and the 8 obsolete, thin single-panel radiators (affecting all three bedrooms). The valuation baseline used by the agent is factually incorrect on multiple structural points, and the property's actual un-modernised condition does not command a premium £725.00 open-market rate.

16. The Tenants suggested the open market rent should be £665 pcm. The Tenants did not provide any comparable rental evidence but made submissions in relation to the comparable evidence the Landlord's agent put forward.

The Landlord

17. The Landlord made the following comments:

18. The Property is in one of the better areas of Preston, and although not fully refurbished is in good condition, although somewhat dated. The Agents had recently rented out a similar (though refurbished) property across the road for £1220 pcm, nearly double the Tenant's passing rent. The Best Price Guide from Rightmove showed prices of £950 to £1250 for a semi-detached house.

19. A property on Raleigh Road with similar features but without a double garage was priced at £950 pcm. The Agent had recommended the Landlord charge a rent of £900 (still below market rent) taking into account the Tenant's conduct. The Landlord felt they did not want to raise the rent so significantly after six years.

20. The Agent responded to the various property condition points raised. Single panel radiators did not make a heating system obsolete; they were understood to be in working order. There was no need for a radiator in a downstairs toilet. The complaints about the doors related to internal doors, and they had received no complaints about these. They accepted the rear windows were single glazed, but the rent increase sought took this into account. The Property benefitted from a driveway and an extremely large garage, and the comparables all had either a single garage or no garage at all. The condition of the turf on the garden was the Applicant's responsibility, as they had been there for six years. A comparable property at Raleigh Road was also EPC D but had lower points as it had no roof insulation. The carpets were still in good condition.

21. Overall, comparables showed rents from £1250 for a fully refurbished property, to £950 for a more dated property at Raleigh Road with no garage.

22. The original rent sought by the Landlord (being a Church) was less than market rent. The Landlord sought a rent increase less than market rent for a three bedroomed, two reception roomed semi-detached house in a desirable area of Preston.

The Tenant's MR3

23. The Tenants suggested that there had been a "six year period of total operational absence by the Respondent" so that there was "zero proactive capital modernisation", "allowing significant physical defects to develop unchecked". They asserted "their current rental valuation is based entirely on the property's assumed condition from 2020, completely ignoring six years of physical deterioration and thermal wear"

24. They correctly stated that "The Tribunal's sole statutory duty under Section 14(1) of the Housing Act 1988 is to assess the open-market rental value of the property in its actual, objective physical condition, effective from the exact date the proposed new rent period begins as specified in the notice."

25. They further stated: "the Respondent issued a standard Section 13 rent increase notice. They executed this calculation without a prior, detailed internal building survey, relying instead on historical files".

26. Referring to the comparable of 19 Methuen Avenue the Tenants stated "Under established Tribunal valuation principles, a top-spec, fresh renovation cannot be used to justify a rent increase on an un-modernised home unless a massive downward adjustment is applied to reflect the total absence of landlord capital investment"

Determination and Valuation

27. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made which it has not.

28. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1200 pcm. The Tenants heavily criticised the Landlords' comparables, whilst producing none of their own.

29. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable property of 19 Methuen Avenue taking into account their slight differentials.

30. The Tenants suggest that there should be "a massive downward adjustment "applied to reflect the total absence of landlord capital investment". There is no such requirement when assessing a market rent.

31. However, from this level of rent, the Tribunal has made adjustments in relation to the dated nature of the Property, as pointed out by the Tenants and acknowledged by the Landlord's agents, and we assess the market rent to be £900 pcm.

32. Prior to the advent of the Renters Rights Act 2025 this would have been the rent that would be payable.

33. The effects of s14ZB(5)(b) is that the rent will be capped to the lower level of rent sought by the Landlord in the s13 notice, of £725 pcm.

34. The Tribunal determines the new rent amount at £725 per calendar month with effect from 25th October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Reimbursement of Fees

35. The Tenant has requested the Tribunal make an Order that the Landlord should reimburse their application fee of £47.00. The Tenants request a full reimbursement of the application fee as they state that the Landlord's managing agent proposed a significantly inflated rent increase (16%) based on incorrect property features and completely ignored extensive thermal and structural deficits.

36. After consideration of the parties' submissions, the Tribunal refuses to refund the Tenant's application fee of £47.00. As our judgment states, the Landlord could have sought a market rent, but elected not to do so.

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 after the issue of this statement of reasons (Regulation 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.