



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017

Chamber Ref: FTS/HPC/CV/26/0684

Re: Property at 1/1 1687 Dumbarton Road, Glasgow, G14 9YB (“the Property”)

Parties:

Lara Properties Limited, 323 Edinburgh House, East Kilbride, G74 1LJ (“the Applicant”)

Ms Megan Lewis, Mr Derek Kane, 129 Cambusdoon Place, Kilwinning, KA13 6SW; 1/1 1687 Dumbarton Road, Glasgow, G14 9YB (“the Respondent”)

Tribunal Members:

Robert MacDonald (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be granted in favour of the Applicant in the sum of £288.

Background

1. The Applicant applied to the Tribunal for compensation in respect of the respondent obligations under a Private Residential Tenancy entered into between the parties in relation to the property on 18th March 2021.
2. The documents before the Tribunal included
 - I. Application Form F;
 - li. A schedule of condition of the property;
 - lii. Photographs of the property taken after the Respondents had left;
 - Iv. An invoice from Munro Property Services.

Case Management Discussion

3. The application called for a Case Management Discussion (“the CMD”) by teleconference on the 15 July 2026. The Applicant was represented by their director Mr Ashish Sood. There was no appearance on or behalf of either Respondent. The Tribunal was satisfied that intimation of the CMD had been made on the Respondents by Sheriff Officer and that it was appropriate to deal with the application in the absence of the Respondents.

The Respondents Deposit

4. The Applicant had produced to the Tribunal a copy of a Schedule of Condition prepared prior to the commencement of the Private Residential Tenancy and also dated 18th March 2021.
5. Mr Sood explained that the Respondents had paid a deposit of £800 at the commencement of the Private Residential Tenancy which was placed with a tenancy deposit scheme provider.
6. The Private Residential Tenancy ended on the 10th of November 2025.
7. Mr Sood inspected the property and took photographs after the Respondents vacated the property.
8. After the Applicant inspected the property, he submitted a request to the tenancy deposit scheme provider that the deposit was to be paid to the Applicant because of the condition that the Respondents had left the property in. That request was not opposed by the Respondents, and the deposit was paid by the tenancy deposit scheme provider to the Applicant.
9. The Applicant has corresponded with the Respondents to try and resolve his claim with them unsuccessfully.

Private Residential Tenancy Agreement

10. The Private Residential Tenancy Agreement provides in clause 17: -

PAYMENT FOR REPAIRS

The Tenant will be liable for the cost of repairs where the need for them is attributable to his or her fault or negligence, that of any person residing with him or her, or any guest of his or hers.

11. The Private Residential Tenancy Agreement provides in clause 24: -

CONTENTS AND CONDITION

The Tenant agrees that the signed Inventory and Record of Condition, which will be supplied to the Tenant no later than 7 days after the start

date of the tenancy is a full and accurate record of the contents and condition of the Let Property at the start date of the tenancy. The Tenant has a period of 7 days after receiving the signed Inventory and Record of Condition to ensure that the Inventory and Record of Condition is correct and either 1) to tell the Landlord of any discrepancies in writing, after which the Inventory and Record of Condition will be amended as appropriate or 2) to take no action and, after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms. The Tenant agrees to replace or repair (or, at the option of the Landlord, to pay the reasonable cost of repairing or replacing) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted, where this was caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property (see clause above on 'Reasonable care'). Items to be replaced by the Tenant will be replaced by items of equivalent value and cost.

12. The Private Residential Tenancy Agreement provides in clause 10: -

At the end of the tenancy the Landlord should ask the tenancy deposit scheme to release the deposit and the amounts payable to each party. If the Tenant disagrees with the amount, the scheme administrator will provide a dispute resolution mechanism. Where the Tenant owes the Landlord an amount greater than the amount held by the tenancy deposit scheme, the Tenant will remain liable for these costs, and the Landlord may take action to recover the difference from the Tenant.

The Applicants Submission

13. In this application the Applicant seeks to recover from the Respondents: -

- i. The cost of repainting the property of £1200;
- ii. The cost of replacing a carpet in the small bedroom (1) of £250;
- iii. The cost of replacing a carpet in the small bedroom (2) of £250;
- iv. The cost of replacing a carpet in the master bedroom (3) of £300;
- v. The cost of removing the existing 3 carpets of £120;
- vi. The cost of an oven deep clean of £50;
- vii. The cost of a fridge deep clean of £20;
- viii. The cost of a grout deep clean around shower area of £40;
- ix. The cost of removing marks from hallway, bathroom & kitchen floor of £60;

The Applicant calculated their claim as follows: -

The total cost to rectify damage: £2290.

Deposit retained: £800

Total cost to be recovered from Respondents: £1490.

14. Mr Sood referred the Tribunal to the series of photographs lodged in support of the application together with the Schedule of Condition on which he relied to demonstrate the condition of the property at the commencement of the Private Residential Tenancy.
15. Mr Sood accepted that the Applicant was not entitled to recover the cost of rectifying items which had deteriorated through fair wear and tear but relied on clause 24 in the tenancy agreement and submitted to the Tribunal that the damage went far beyond fair wear and tear, and that it amounted to the Respondents being negligent.
16. The Applicant had lodged with the Tribunal an invoice from Munro Property Services which set out the costs Mr Sood said the Applicant had incurred in replacing flooring and repainting the property internally.

Repainting

17. Mr Sood took the Tribunal through the photographs lodged. The photographs demonstrate that the condition of the walls within the property after the Respondents left was poor. There were walls where holes had been partially filled. One room had been badly painted blue. In another room there was evidence that the walls had been drawn and written on. All of the internal walls appeared to be very dirty. The condition of the paintwork throughout the property was markedly different from the condition of the paintwork as demonstrated in the Schedule of Condition. The Tribunal was satisfied that the £1200 charge by Munro Property Services was a reasonable fee for repainting the property internally.

Flooring

18. The Applicant sought to recover the cost of the replacement of flooring within the bedrooms of the property. Their claim is for £250 for each of the 2 smaller bedrooms and £300 for the larger bedroom. The cost of removing the old carpets was £120. The photographs show that the carpets are in a poor condition and Mr Soods submission was that their condition at the commencement of the tenancy was significantly better, although he accepted that none of the carpets were new at the time the Respondents moved in. The total of this aspect of the Applicants claim amounted to £920 and the Tribunal was satisfied that was a reasonable fee for replacing the carpets.

Cleaning

- 19.** The Applicant claimed the cost of cleaning the oven, fridge, grout and the cost of removing marks from flooring. This was work that Mr Sood had done himself. He quite properly conceded that he had given up attempting to clean the oven and the flooring within the kitchen and hall area and had decided to take the opportunity to upgrade the kitchen.

20. Reasons for Decision

i. Repainting

The Tribunal was satisfied that property required to be repainted internally to allow the Applicant to relet it. In response to a question by the Tribunal Mr Sood accepted that the paintwork in the property was not new when Respondents moved in. To be reimbursed the full cost of repainting the property would result in betterment. The Tribunal considered that the cost of painting should be discounted by 40% to reflect that fact, and that an assessment of the Applicants loss in this regard in the amount of £720 would be just and reasonable.

ii. Flooring

The Respondents had been in the property for 4 years. The photographs show marks and stains on the carpet that the Applicant contended were not consistent with fair wear and tear. The Tribunal considered that it was unrealistic to expect carpets in private residential accommodation to last much more than 5 to 7 years. To be reimbursed the full cost of replacing the flooring within these rooms in the property would result in betterment. The Tribunal considered that the costs of replacing the flooring should be discounted by 60% to reflect that fact and that an assessment of the Applicants loss in this regard in the amount of £368 would be just and reasonable.

iii. Cleaning

In all the circumstances the Tribunal was not persuaded to make an award in relation to this head of the Applicants claim.

Summary

The Tribunal considered that the Applicant had demonstrated a loss of £1088. They had already recovered the sum of £800 from the Respondents tenancy deposit which required to be set against that loss, and in the circumstances the

Tribunal decided that a payment order of £288 should be made against the Respondent and in favour of the Applicant.

21. Decision

The Tribunal determined that the Respondents were responsible for the damage that had been caused to the Property, and that the Applicant was entitled to a payment order of £288 to reflect the losses sustained by them.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Robert MacDonald

28.7.26

Legal Member/Chair

Date