

Housing and Property Chamber
First-tier Tribunal for Scotland



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/18/0326

Re: Property at 8 Lying Hills, Forfar, Angus, DD8 1LR (“the Property”)

Parties:

**Mr Charles Leslie, Mrs Sheena Leslie, 9A Dunnichen Road, Kingsmuir, Forfar,
Angus, DD8 2RQ (“the Applicants”)**

**Mr John Fairlie, Mrs Jennifer Fairlie, No1 Cottage, Haughs of Finavon, Forfar,
Angus, DD3 3QF (“the Respondents”)**

Tribunal Members:

**Gabrielle Miller (Legal Member)
Elizabeth Dickson (Ordinary Member)**

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order should be granted for payment of the
amount of £990.86 by the Respondents to the Applicants.**

- Background

The Respondents were the tenant of the Applicants. The Tenancy was a short assured tenancy. It started in or around October 2013 with a copy of the assured tenancy in the Application dated 29th April 2014. The Respondents left the subjects on 10th December 2017. At the commencement of the Tenancy an inventory was created. An inspection of the Property was carried out by the Applicant every 6 months.

A Case Management Decision was held on 17th April 2018. Matters were agreed at the CMD and issues focused to be resolved at a Hearing. Reference can be made to the decision of 17th April 2018 for details.

A letter was sent to the Housing and Property Chamber dated 20th April 2017 stating that the CMD decision had not recorded all matters correctly. This was namely that the amount for the living room carpet that had been agreed was £98.50 and not £90.50, that an item claimed for Pollyfilla and time to repair walls was missed and that there had been an admission from the Respondent (Mr Fairlie) that he had caused the holes in the walls.

- The Hearing

Both Applicants were present at the Hearing. Only Mr Fairlie was present for the Respondents.

These matters were dealt with as a preliminary matter at start of the Hearing. It was agreed by the Respondent that the holes in the wall were due to him and that they needed to be filled. It was agreed from the receipts in the paperwork that 4 x £1.99 tubs of Pollyfilla had been used to make the repair. The repairs had been carried out by Mr Leslie and not a tradesman.

The Tribunal went on to hear evidence from both parties regarding the disputed matters. Both parties confirmed that they were satisfied that they had nothing further to comment at the end of the Tribunal.

- Reasons for Decision

Pollyfilla costs – The Respondent accepted that the holes in the walls were his doing and that they would need to be filled. We accepted the costs of the Pollyfilla but not of the cost of the work as it was done by the Applicants themselves. The quotation given to do it is not comparable to a DIY situation. Paying a tradesman includes paying for their expertise, training and specialist knowledge. In addition it did not cost the Applicants to get Mr Leslie to complete the task for filling in the holes and there was no justification of the time other than the quotation they had. £7.96 was awarded for the cost of the Pollyfilla.

The general cleaning costs – It was clear from the photos provided by the Applicants that the Property still needed to be cleaned. At paragraph 4.1 of the lease it refers to cleaning costs being charged to the Tenant. The Tribunal was of the view that the Respondents were well aware that they could be charged for the cost of cleaning. We did not accept that the quotation from a professional cleaning firm reflected the cost. The company that had done the quotation had not seen the property and did not carry out the cleaning. It is reasonable to presume that the Applicants would be able to do it for less as their time would not be included. We restricted this cost to £40.

Oven cleaning – The Tribunal accepted that the oven did need cleaned. The Respondent did not think that he had left it that dirty but accepted what the photo contained. We were of the view that £80 was excessive to clean an oven especially as it had been removed from the kitchen. We restricted this cost to £40.

Replacement cost of the bedroom carpet – We accepted that the Applicants had reduced the cost of the carpet to reflect wear and tear. However, the damage had resulted from a join in a place where there was traffic into the room. In our judgement, the Respondent should have reported this sooner to the Applicants. We restricted the cost to £75.

Costs of redecoration – It is explicit in the lease that decoration cannot be carried out without the prior written consent of the Applicants. The Respondent confirmed that he had painted and put wallpaper on blown vinyl wallpaper. This meant that the wallpaper did not stick to the wall properly and had issues of coming unstuck at the joins. The Respondents said that he had verbal consent but this is not sufficient in terms of the lease. We were satisfied to order the full amount asked for redecoration of £297.88.

Gardening costs – The Tribunal accepted that the Respondent had carried out some gardening tasks during the duration of the Tenancy albeit not to the high standards of the Applicants. The Respondent had admitted that his dog had soiled the back garden's grassy area. Given this and that he had not dealt with the garden since August or September 2017 we were satisfied to make an award for the reduced amount of £65 to reflect what he had done to the garden.

Kitchen floor – The Respondent accepted that there was a leak but had been unaware of it until the day he left. From the evidence before us, this was a long standing matter that caused substantial damage to the kitchen floor. The Applicants had taken into account with their costing that there would have been wear and tear. They reduced the cost of the replacement vinyl by 50%. We would have expected the smell from the cupboard with the leak to have notified the Respondents to the issue. Earlier notification may have reduced the costs. We were satisfied to award the full amount sought for the kitchen floor of £210.57.

Replacement window – The Respondent did not know about the chip in the window. He had not seen the photograph being taken but conceded that the weather outside was a similar condition to that when his photos were taken. We were satisfied that the damage occurred during the Tenancy and was not due to wear and tear. The full amount of £220 was awarded.

The total amount due including the amounts agreed and those decided by the Tribunal was £1390.86. The Tribunal subtracted £400 from this to reflect the deposit that had been returned to the Applicants from My Deposit Scotland. Both parties were in agreement with this deduction.

- Decision

An order for payment has been granted for the amount of £990.86

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.

GABRIELLE MILLER

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Legal Member/Chair

18 Jun 18

Date