



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 71 of Private Housing
(Tenancies) (Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/22/3602

**Re: Property at Bourtreebush House, Cammachmore, Stonehaven, AB39 3NR
("the Property")**

Parties:

**Mr Neil Paterson, 8 Promontory Terrace, Whitley Bay, Tyne and Wear, NE26 2PF
("the Applicant")**

**Ms Deborah Morgan, Dairy Farm House, Hayes Knoll, Purton Stoke, Wiltshire,
SN5 4JL ("the Respondent")**

Tribunal Members:

Jim Bauld (Legal Member) and Helen Barclay (Ordinary Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the
Tribunal") determined that that an order should be granted for payment in the
sum of ONE THOUSAND AND SEVEN HUNDRED AND NINETEEN POUNDS AND
SIXTEEN PENCE (£1,719.16)**

Background

1. By application dated 2 October 2022 the applicant sought an order for payment against the respondents under Section 71 of Private Housing (Tenancies) (Scotland) Act 2016 ("the Act") and in terms of rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017.

2. On 27 January 2023, the application was accepted by the tribunal and referred for determination by the tribunal.
3. A Case Management Discussion (CMD) took place on 5 April 2023 and a note of that CMD was issued to parties indicating that a hearing would be fixed.

The hearing

4. The hearing took place on 2 August 2023 via WebEx video conference. The applicant and respondent were both in attendance
5. The tribunal explained the purpose of the CMD and the powers available to the tribunal to determine matters. The tribunal then asked various questions with regard to the application.
6. Parties had not been able to agree a settlement prior to the hearing despite the respondent having accepted during the CMD that she was liable for rent arrears and that she had conceded that she had some liability for post tenancy cleaning and repairs to damage caused.
7. The applicant had lodged an amended application prior to the hearing indicating that sought payment of a total sum of £ 2517.16 consisting of rent arrears of £944.16 and further amounts in respect of cleaning required at the end of the tenancy (£623) damage caused by the respondent to the property during the tenancy (£450), redecoration (£280) and replacement of items allegedly during the tenancy (£220).
8. The tribunal dealt with each head of claim in turn in its questions to the parties

Rent arrears

9. The applicant had lodged a rent statement showing arrears at the end of the tenancy as £944.16.
10. The respondent accepted that amount was correctly stated and the amount of rent arrears was agreed

Cleaning

11. The amount claimed by the applicant in respect of cleaning was £623.
12. He had calculated this figure by taking the amount contained in the invoice he had received from his letting agent which totalled £989.20. He has deducted from that an amount of £166.20 to reflect wear and tear and a further £200 which he said reflected part of the amount of the deposit which had been returned to him. That left a balance of £623.
13. The respondent's position was that the amount claimed for cleaning was excessive. She indicated that she had arranged for the property to be cleaned before she left and had spent £200 on a cleaner. She accepted that the property was a large detached home but it was her view that amount charged in terms of the invoice was far in excess of what was required.
14. Parties were unable to agree a figure in respect of the cleaning. They indicated that they were content that the tribunal make a decision on that matter.

Damage to property and contents

15. In respect of the head of claim, the applicant claimed the sum of £450. Again he provided a breakdown of this figure indicating that it related to costs involved in repairing holes caused by nails and picture hooks, repairs to damaged flooring, repairs to doors, replacing light bulbs, the removal of rubbish and abandoned items and a small figure for depreciation.
16. An invoice from GSS Joinery had been lodged showing a total amount of £1850 in respect of works relating to the supply and fitting of flooring, removal of a leaking radiator, a door repair and the removal of rubbish. This invoice was dated 26 July 2022, some six months after the respondent had vacated.
17. He indicated that the total amount spent on replacing damaged flooring was £1471. No specification or detail of this amount was provided. The amount being claimed from the tenant in respect of this amount was only £151.

18. The respondent's position was that the amount of damage been claimed was again excessive and did not reflect the actual damage which had been caused. She accepted that when the landlord had sought to recover money from the tenancy deposit that she agreed that a figure for damage to property and contents of £75 had been offered.
19. During questioning it was noted that a new tenant had moved into the property on 28 February 2022. The invoice in respect of the repairs to the flooring was dated 26 July 2022. The tribunal noted that there was an apparent gap between the respondent leaving the property and the repairs being carried out. The repairs were also carried out while a new tenant was in place. The tribunal asked the applicant whether his letting agent could possibly have allowed a new tenant to occupy a property which needed extensive repairs of the extent being claimed.
20. In response the applicant referred to the inventory report which had been prepared after the respondent had left. Reference was made to some photographs in that report which showed what the applicant claimed was the damage to the floorboards.
21. Again, the parties could not agree a figure in respect of damage and left this matter to the tribunal to decide.

Redecoration.

22. The amount claimed in respect of redecoration was £280. This was the amount shown on the invoice dated 2 March 2022 from Mark Webster, painter and decorator. In the invoice it is indicated that the work involved filling and decorating of the "boot room and a room off the kitchen".
23. There was some discussion with the parties regarding which rooms had been redecorated, and indeed whether any rooms needed to be fully redecorated. It was noted that the whole property had been redecorated prior to the respondent taking entry.
24. Despite the description in the invoice, it appeared that the redecoration was to a room described in the inventory was a rear sitting room and internal hall.
25. Again parties could not agree on an amount that should be paid in respect of redecoration and again left that matter to the tribunal.

Missing items

26. The final amount being claimed by the applicant related to two items which the applicant said were missing at the end of the tenancy, namely a chiminea and a patio table both of which had been located in the garden. He produced an estimated cost of their replacement based on the second hand values of £220.
27. The respondent's position was that the chiminea had been moved by her from the garden to the garage. Similarly she had moved the patio table from its position to another position in the rear garden. It was her position that she had not removed either of these items. If they had been removed from the property, she could provide no explanation for their disappearance.
28. Again, there was no agreement between the parties and respect of this matter and it was left for the tribunal to decide.
29. The hearing was concluded and parties were thanked for the attendance and their contribution. The tribunal indicated to parties that it would consider the matter and issue its decision in writing

Decision.

30. The tribunal has carefully considered the evidence presented at the hearing and in the written documentation lodged by parties..
31. It will deal with each of the heads of claim in turn

Rent

32. It is s clear that the amount of rent due by the respondent to the applicant is £944.16. The tribunal will include that amount in its award.

Cleaning

33. Parties were in dispute with regard to the amount to be awarded in respect of cleaning.
34. There seems to be no argument that the applicant had instructed a deep clean of the property after the respondent's departure. The checkout report provided indicated that there were many issues of minor damage caused during the tenancy such as scuff marks to walls.
35. The tribunal noted that the final amount being cleaned was £623.
36. The tribunal noted that the original invoice in respect of the cleaning was for £989.20. The tribunal took the view that the amount included in the invoice lacked specification and detail. It provided no information as to the amount of time spent cleaning nor indeed how many persons had been involved.
37. Reference is made to the terms of paragraph 21 of the note issued after the CMD where the applicant was directed " to provide a full breakdown of the matters contained in the invoices relating to the cleaning of the property and the works carried out to the property. Those are the invoices which have been produced from PL Maintenance Services dated 22 February 2022 for the sum of £989.20 and the invoice from GSS joinery dated 26 July 2022 in the sum of £1850"
38. In general terms, the tribunal believed that the amount being charged was slightly excessive and in the absence of the further breakdown required is unwilling to award the whole sum claimed. Accordingly the amount being claimed will be reduced.
39. The tribunal makes an award in respect of cleaning at £500

Damage to property.

40. The tribunal notes that the respondent accepted that the removal of rubbish was her responsibility.

41. The tribunal was not convinced that the amounts been claimed in respect of the alleged damage to flooring and the supply and fitting of new flooring was reflected in the checkout report.
42. The tribunal again refers to the direction contained in the CMD note where the applicant was directed “ to provide a full breakdown of the matters contained in the invoices relating to the cleaning of the property and the works carried out to the property. Those are the invoices which have been produced from PL Maintenance Services dated 22 February 2022 for the sum of £989.20 and the invoice from GSS joinery dated 26 July 2022 in the sum of £1850”
43. In the absence of the further breakdown required , the tribunal is unwilling to award the whole sum claimed. Accordingly the amount being claimed will be reduced
44. The tribunal notes that the repairs to the flooring were not undertaken until five months after a new tenant had moved into the property. The tribunal believes that this gives rise to an inference that the claimed repairs to the flooring could not have been significant and did not prevent the property from being occupied by a new tenant. Taking all matters into account the tribunal makes an award totalling £175 in respect of this aspect of the claim.

Redecoration

45. The tribunal notes the confusion in respect of the contents of the invoice in respect of redecoration.
46. The tribunal also notes that the property had itself been entirely redecorated prior to the respondent taking entry.
47. The respondent only occupied the property for approximately five months. The tribunal takes the view that any redecoration required would be relatively minor and certainly would not require the entire redecoration of a full room.
48. In respect of this matter, the tribunal makes an award of £100, noting the various minor items shown on the exit inventory checkout in respect of damage caused in various rooms by nails, picture hooks and scuff marks to walls.

Missing items.

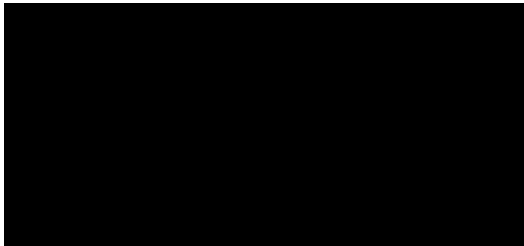
49. The tribunal notes that the position of the parties here is diametrically opposed.
50. The respondent says that she left the items when she removed from the property. The applicant says the items were missing.
51. There is no evidence available to the tribunal to let it conclude that the applicant removed these items. It is entirely possible that they have been removed by parties unknown after she removed.
52. In the absence of any evidence showing that the respondent removed these items, the tribunal is unwilling to make any award under this head of claim.
53. The tribunal therefore makes orders for payment in respect of the following items
- £944.16 in respect of rent arrears,
 - £500 in respect of cleaning,
 - £175 in respect of damage and
 - £100 in respect of redecoration
54. The total amount to be awarded to the applicant is £1719.16. The tribunal will make a payment order in that amount.
55. It was noted at the conclusion of the tribunal that the respondent indicated she would be willing to make payment of whatever amount was awarded within 30 days of the order being made.

Decision

The order for payment of the sum of £1,719.16 is granted

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.



Legal Member/Chair

02/08/2023

Date