



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

Chamber Ref: FTS/HPC/CV/22/3813

Property : 3/2 14 Somerville Drive, Mount Florida, Glasgow G42 9BQ (“Property”)

Parties:

Elizabeth Coop, 55 Chapel Lane, Burtonwood, Warrington WA5 4JT (“Applicant”)

Rona Proudfoot, 0/1 280 Darnley Street, Pollokshields, Glasgow G41 2JA (“Respondent”)

Tribunal Members:

Joan Devine (Legal Member)

Gordon Laurie (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined to refuse the Application.

Background

1. The Applicant sought an order for payment of £275. The Applicant had lodged Form F. The documents produced were: a Tenancy Agreement which commenced on 1 November 2021; emails from My Deposits Scotland and Safe Deposits Scotland dated 5 July 2022 and email from Letting Protection Scotland dated 6 July 2022 each of which stated they did not hold a deposit for the Applicant in respect of the Property; and copy emails between the Parties dated 5 July 2022.
2. A case management discussion (“CMD”) took place before the Tribunal on 23 May and 3 August 2023. Reference is made to the Notes of the CMDs. The outcome was that the Tribunal fixed a Hearing to take place on 20 November 2023. The Tribunal issued a Direction dated 3 August 2023 in which Parties were directed to lodge the documentation specified therein 21 days before the Hearing. The Applicant lodged a written submission dated 16 November 2023. The Respondent lodged photographs on 19 November 2023.

Hearing

3. A Hearing took place at Glasgow Tribunals Centre on 20 November 2023. In the written submission dated 16 November 2023 the Applicant stated that she would be unable to get time off work to attend the Hearing and in any event she could not attend a Hearing at which the Respondent would be present. The Applicant did not seek a postponement of the Hearing. The Respondent attended the Hearing. The Tribunal determined to proceed in the absence of the Applicant.
4. The Tribunal asked the Respondent about her meeting with the Applicant on 30 June 2022. She said that the purpose of the meeting was to carry out a joint end of tenancy inspection and for the Applicant to return keys to the Property to the Respondent. She said that at the meeting she noticed certain items were missing from the Property being the cutlery and cutlery tray, a light shade in the bedroom, a mattress protector and a wifi router. She said it was also apparent that the Property had not been cleaned. She said that there was food debris in kitchen cupboards and the oven as well as paint marks on the carpet in the bedroom. She said that she discussed these matters with the Applicant and told her that the cost of the missing items and the cost of a professional clean would be deducted from the deposit. She said that the Applicant agreed that the items specified were missing.
5. The Respondent told the Tribunal that she emailed these costings to the Applicant on 5 July 2022. She said she forwarded to the Applicant the cleaning quote of £190 from We Care Property Services. The Tribunal noted that the Applicant had lodged her response to that email dated 5 July 2022 in which she stated "I am taking this to dispute". The Respondent told the Tribunal that after the end of the tenancy she replaced the missing items and We Care Property Services undertook the cleaning.
6. The Respondent told the Tribunal that no inventory was prepared at the start of the tenancy. She said that the entire Property was painted shortly before the tenancy commenced. She said that the Applicant said she wanted the walls painted white and the Respondent agreed that she could paint the Property. The Respondent told the Tribunal that she hoped the Applicant would stay in the Property long term and she was happy for the Applicant to decorate to make the Property feel like her home. The Respondent said that the Applicant did paint the bedroom and the feature wall in the living room.
7. The Tribunal considered the written submission lodged by the Applicant dated 16 November 2023 and noted the submission at numbered paragraph 1. The respondent said that the conversation referred to by the Applicant did not take

place. She said there was nothing wrong with the carpet in the bedroom. She said that a storage wardrobe was provided in the bedroom.

8. The Tribunal noted the submission at numbered paragraph 2 of the Applicant's written submission. The Respondent said that this was "nonsense". As regards utilities she agreed that the Applicant could use whatever supplier she wished.
9. The Tribunal noted the submission at numbered paragraph 3 of the Applicant's written submission. The Respondent said that there was a lot more in the Property than the items listed in the tenancy agreement. She said they were specified as they were of higher value.
10. The Tribunal noted the submission at numbered paragraph 4 of the Applicant's written submission. The Respondent said that the Property was immaculate at the start of the tenancy. She had lodged four photographs which, although not dated, she confirmed had been taken at the commencement of the tenancy. She said that these photographs showed that the Property had been in excellent condition at that time. She said that she and her sister had spent three days cleaning the Property prior to the Applicant moving in.
11. The Tribunal noted the submission at numbered paragraph 5 of the Applicant's written submission and noted that the Respondent had told the Tribunal that she gave the Applicant permission to decorate.
12. The Tribunal noted the submission at numbered paragraph 8 of the Applicant's written submission. The Respondent said that she was not abusive to the Applicant. She said that she was happy that the Applicant was going to leave the Property.
13. The Tribunal considered further photographs lodged by the Respondent which indicated: food marks on the hob; debris inside the fridge; debris inside kitchen cupboards; debris inside the oven; bird droppings on the window (the Respondent explained that the windows open inwards to allow cleaning); paint stains on the bedroom carpet; dust on the slatted cupboard doors in the bedroom and debris on the wooden floor in the living room. While these photographs were also not dated, the Respondent advised the Tribunal that they had been taken following the end of the tenancy.
14. The Tribunal noted the settlement proposed to the Applicant in the letter from Complete Clarity dated 25 April 2023. The Respondent said that no response was received to the letter.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent had entered into a Tenancy Agreement which commenced on 1 November 2022 ("Tenancy Agreement").
2. The tenancy came to an end on 30 June 2022.
3. The Applicant paid to the Respondent a deposit of £525.
4. The Respondent repaid to the Applicant £250 of the deposit via her solicitor on or about 21 July 2022.
5. At the expiration of the tenancy the Applicant did not surrender the Property to the Respondent in as good a state and condition as it was in at the commencement of the tenancy.
6. The Respondent incurred a cost of £190 for the Property to be cleaned at the end of the tenancy.
7. The Applicant removed from the Property a light shade, cutlery and a mattress protector.
8. The Respondent incurred a cost of £45 to replace a light shade at the Property.
9. The Respondent incurred a cost of £20 to replace cutlery at the Property.
10. The Respondent incurred a cost of £20 to replace a mattress protector at the Property.

Reasons for the Decision

15. The Respondent had submitted at the CMDs in this case that the Applicant had agreed to accept a payment of £250 in full and final settlement of her claim to have the deposit of £525 returned to her. Having considered the emails between the Parties dated 5 July 2022 the Tribunal determined that no such agreement had been reached.
16. The Respondent made a payment of £250 to the Applicant and retained the balance of the deposit of £275 to cover the cost of cleaning the Property and replacing items removed by the Applicant from the Property. In her written submission the Applicant referred to issues relating to decoration of the Property, replacement of a carpet and utility providers. These matters are not relevant. The Tribunal considered the photographic evidence lodged by the Respondent and determined that it was reasonable for the Respondent to instruct a professional

clean of the Property at the end of the tenancy and retain that cost from the deposit. In her written submission the Applicant said that any evidence lodged by the Respondent “will have been manipulated”. Beyond this allegation there was no basis for the Tribunal to determine that any evidence had been manipulated.

17. The evidence given by the Respondent was that certain items had been removed from the Property by the Applicant and that she had incurred costs totalling £85 to replace them. The Tribunal had no basis to discount the evidence given by the Respondent.

18. The Tenancy Agreement included a provision in respect of the Security Deposit that “..the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord”. There was no evidence submitted by the Applicant that any such alternate arrangements had been made.

Decision

19. The Tribunal determined to refuse the Application.

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.



**Joan Devine
Legal Member**

Date: 21 November 2023