



**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/23/1944**

**Re: Property at 7 Barrington Gardens, Beith, KA15 2BA (“the Property”)**

**Parties:**

**Mrs Fiona Margaret Siddall, 14 Ludwig Wan Beethoven, Porta D'Orba, Orba,  
Alicante, 03790, Spain (“the Applicant”)**

**Mr Reg Tyler and Mrs Lesley Tyler, whose present whereabouts are unknown  
 (“the Respondents”)**

**Tribunal Members:**

**George Clark (Legal Member) and Sandra Brydon (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the application should be granted in part and made  
an Order for Payment by the Respondents to the Applicant of the sum of  
£3,686.35.**

**Background**

1. By application, dated 12 June 2023, the Applicant sought an Order for Payment against the Respondents. She stated that the Respondents had been evicted from the Property on 5 June 2023 and that, upon entering the Property, sheriff officers acting on behalf of the Applicant noted that a substantial number of items were missing and that there was considerable damage. The sum sought was £8,116, this being the amount that she had been quoted for replacing all the missing items and repairing all the damage. The Applicant was also seeking reimbursement of sheriff officers' charges which she contended would have been avoided if the Respondents had vacated the Property when their Notice to Leave expired.

2. The application was accompanied by a crime reference number, a quote for replacement items, a Tenancy Agreement between the Parties, commencing on 29 December 2020, and an Invoice from a firm of sheriff officers for £518.46 for Removing, executing a Charge for Payment and serving an Arrestment.
3. At a Case Management Discussion on 17 November 2023, the Respondents told the Tribunal that they had purchased everything they had removed. Their position was that they had done a lot of work to the Property which enhanced its value. They said that the Applicant was well aware of the renovations and had never asked them to stop. They stated that they should not be held liable for the sheriff officers' charges as they had struggled to find alternative accommodation and had been advised by the local authority that if they left without an Eviction Order they would be regarded as having intentionally made themselves homeless. They were told that they required to be evicted in order to access housing assistance.
4. Following the Case Management Discussion, the Tribunal issued a Direction requiring the Applicant to provide copies of all invoices/receipts for replacement items and the Respondents to provide copies of invoices/receipts for items purchased by them and which they removed at the time of their eviction from the Property.
5. On 6 January 2024, the Applicant provided a number of receipts from B&Q. She removed from her claim the cost of white goods, as they had not been provided by her as landlord. She provided an Invoice for supplying and fitting a Range cooker and sundry other items.
6. The Respondents did not provide any invoices or receipts.
7. A Hearing took place by means of a telephone conference call on 22 March 2024. The Applicant confirmed that no check-in Inventory had been drawn up at the start of the tenancy. The Respondents told the Tribunal that they had completely replaced the kitchen, bathroom and en-suite at their own expense. Their position was that they had had to remove from the Property so quickly they had not had time to replace any of the items they were taking with them.
8. The Tribunal decided that it was not in a position to make a Decision that day, although its view was that the Applicant had a stateable case. Tenants could not leave a property and take with them toilets, sinks and other fixtures and fittings. These were essential items in the Property. The Applicant, however, had to provide appropriate and adequate vouching in respect of each and every item claimed for. The receipts lodged were illegible and their dates unclear. The Tribunal decided to adjourn the Hearing to a later date and issued detailed Directions to the Applicant regarding vouching.
9. On 9 April 2024, the Applicant provided the Tribunal with itemised receipts and details of labour costs. The total amount of the claim for replacement items and labour was £4,034.85.

10. On 25 April 2024, the Respondents responded to the Applicant's email of 9 April. They contended that the information originally submitted by the Applicant was false and misleading as, when asked to show evidence, the claim had been reduced from £8,116 to £4,035.85. They also stated that 6 items, namely a bathroom storage cabinet, toilet roll holder, wall mirror, shower screen, towel ring and towel roll holder had not been in the Property when they moved in, so should be discounted. The total cost of these items was £294, and they should not be charged with the cost of a carbon monoxide alarm (£25) or door lock cylinders (£29.50), as these were a landlord's responsibility.
11. The continued Hearing was scheduled for 1 August 2024, but the Applicant sought a postponement due to the ill-health of her husband, who would have been presenting the case on her behalf. On 31 July 2024, the Respondents advised the Tribunal that they were content for the Tribunal to make a decision based on the evidence, written and oral, that it already had.
12. On 18 October 2024, the Applicant advised the Tribunal of the death of her husband and confirmed that she wished all communication to be by email and that she was aware that her husband had provided all the information and documentation that the Tribunal required.
13. The Tribunal decided, in the light of these communications, that it was the wish of the Parties that the matter be decided on the basis of their written representations and the oral evidence provided at the Hearing on 22 March 2024.

### **The Continued Hearing**

14. The continued Hearing took place, in the absence of the Parties, on the morning of 19 October 2024. The Tribunal considered the responses to its Direction following the Hearing on 22 March 2024. The Tribunal was satisfied with the vouching provided by the Applicant and noted that the claim for replacement items now amounted to £4,034.85.
15. The view of the Tribunal was that the Respondents were not entitled to remove the items that they had taken, thus leaving the Property without a fully functioning kitchen, bathroom and en-suite, even if the Applicant was aware of the improvements they had made during the tenancy. They might have sought to recover something from the Applicant to compensate them for the work they had done, but they chose instead simply to remove vital fixtures and fittings, rendering the Property uninhabitable.
16. The Tribunal noted that the Applicant had not contested the claims in the Respondents' email of 25 April 2024 that certain items, detailed in Paragraph

9 of this Decision, should be removed from the claim and the Tribunal was content to reduce the amount sought by £348.50.

17. The Tribunal was not prepared to allow the Applicant's request for reimbursement of sheriff officers' charges. The Respondents had exercised their right to remain in possession of the Property until evicted by an Order of the Tribunal and the Tribunal accepted that their prospects of being considered by the local authority for rehousing would have been significantly compromised if they had left without an Eviction Order having been made against them.

18. Having considered carefully all the written evidence before it and the oral evidence given by and on behalf of the Parties at the Hearing on 22 March 2024, the Tribunal determined that the application should be granted in part and that an Order for Payment should be made in the sum of £3,686.35, being the revised sum claimed of £4,034.85 under deduction of £348.50 as stated in Paragraph 15 of this Decision.

### **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.**

**George Clark**

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**Legal Member/Chair**

**19 December 2024**

**Date**