

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**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/23/2709**

**Re: Property at 20a Shankland Road, Greenock (“the Property”)**

**Parties:**

**Innotech International Property Company Ltd, 1 Ratho Street, Greenock, PA15 2BU (“the Applicant”)**

**Mr Scott McPhee, 2 Gallahill Avenue, Port Glasgow, PA14 6NX (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment from the Respondent for £7810 (SEVEN THOUSAND EIGHT HUNDRED AND TEN POUNDS).**

**Background**

1. An application was received by the Housing and Property Chamber dated 2<sup>nd</sup> August 2023. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not maintaining rent payments and there being damage to the Property by the Respondent.
2. On 4<sup>th</sup> January 2024 all parties were written to with the date for the Case Management Discussion (“CMD”) of 23<sup>rd</sup> February 2024 at 10am by teleconferencing. The letter also requested all written representations be submitted by 25<sup>th</sup> January 2024.

3. On 11<sup>th</sup> January 2024, sheriff officers served the letter with notice of the CMD date and documentation upon the Respondent by leaving it in the hands of his partner. This was evidenced by Certificate of Intimation dated 11<sup>th</sup> January 2024.

#### The Case Management Discussion

4. A CMD was held on 23<sup>rd</sup> February 2024 at 10am by teleconferencing. Neither the Applicant nor the Respondent were present or represented. There was no explanation why the Applicant, in particular, was not present or represented. At on or around 10.10 am the Tribunal Clerk contacted the Applicant's representative to confirm if they wished to proceed with the application. The Clerk called the number that was submitted in the application. The Clerk called the number three times but each time it registered as a failed call and did not connect. The CMD teleconference line was open until 10.20am but nobody joined the call. The Tribunal dismissed the case as it was not clear that the Applicant wished to rely on the matters within the application. The application was dismissed as it was not clear that the Applicant wished to rely on the application proceeding.
5. On 29<sup>th</sup> February 2024, the Applicant's representative emailed to say that she had missed the date of the CMD as she had been out of her office for some time due to a personal matter. She had inadvertently missed the CMD and did not want to prejudice the Applicant. The Recall was allowed.
6. On 13<sup>th</sup> March 2024, the Respondent emailed the Housing and Property Chamber stating that he had left the Property. He accepted that he owes the Applicant reimbursement of costs in terms of the cleaning of the Property and repair to the walls. He highlighted that he disputed some points particularly where items were old were replaced. He sighted the boiler and the electricity box. He also noted that the kitchen and flooring was old. The Respondent said that there were no smoke detectors or carbon monoxide alarms in the Property. He also said that there had been an issue with drainage causing issues to the Property and the surrounding properties.
7. On 26<sup>th</sup> July 2024 all parties were written to by email with the date for the Case Management Discussion ("CMD") of 16<sup>th</sup> August 2024 at 10am by teleconferencing.

#### The continued CMD

8. A CMD was held on 16<sup>th</sup> August 2024 at 10am by teleconferencing. The Applicant was not present but was represented by Mrs Annette Weston, Lettings Manager, Corbett and Shields. Mrs Nicki Boag, Lettings Manager, also of Corbett and Shields was present but was observing only. The Respondent was not present or represented. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondent did not make representations in advance of the CMD.

9. The Tribunal started by looking at what rent was due. It was clear that there were arrears of £2700. Mrs Weston said that originally the Respondent would not pay his rent unless it was collected personally from him. He then did not pay his rent. He stopped paying his rent in February 2022. The tenancy ended in August 2022 when the Applicant recovered the Property. A local newspaper had reported that the Property had been raided by the Police as part of an ongoing investigation. Though this was not verified to the Tribunal.
10. The Applicant wanted to gain access to the Property. To enter the Property a Right of Entry was obtained by the Applicant from the Housing and Property Chamber. This was with the permission of the Police who no longer required further evidence from the Property.
11. The Property had been let as an unfurnished property but the Respondent had left all of his furniture in the Property. It was also very unclean. The sink was full of empty Red Bull cans. There were broken kitchen unit doors. In one bedroom there were holes in the walls that went beyond the plaster board.
12. The Tribunal queried if there has been an invoice lodged for the works undertaken. Within the papers there is only a quote. Ms Weston did not have that information before her. The Tribunal also noted that not all items were clear that they needed to be undertaken and that the principle of betterment needed to be considered. Mrs Weston confirmed that there was no deposit taken from the Respondent.
13. Reference had been made to requiring a new boiler. The Tribunal queried about how old the boiler was and what damage the Respondent had actually done to the boiler. Mrs Weston said that she believed that the boiler was an old one which needed to be replaced. The same with the electric box. The Tribunal said that it was not prepared to make an award for items such as this as it would put the Applicant in a better position because of the Respondent leaving. It was the same with the kitchen. It was not clear why a whole new kitchen had to be installed as opposed to fixing the doors back on place. Mrs Weston did not know the reasons why a whole kitchen needed to be fitted.
14. The Tribunal could not make a decision on the case as there was insufficient information to show why each item was needed. The Tribunal noted that the Respondent had accepted the cost of the cleaning and the repairs to the walls. The cleaning costs were detailed as £120 with £600 for removing the rubbish and items from the Property. The repairs to the walls was listed as £300.
15. The CMD was adjourned for the Applicant to give greater detail on the costs which were being claimed. This should be fully vouched. A direction was issued for further information from the Applicant.
16. On 2<sup>nd</sup> September 2024, the Applicant's representative emailed the Housing and Property Chamber with responses to the issued direction.

17. All parties were written to on 20<sup>th</sup> November 2025 informing of the date of the continued CMD of 8<sup>th</sup> January 2025 at 10am by teleconferencing.

The further continued CMD

18. A CMD was held on 16<sup>th</sup> August 2024 at 10am by teleconferencing. The Applicant was not present but was represented by Mrs Annette Weston, Lettings Manager, Corbett and Shields. Mr James Steward also of Corbett and Shields was present but was observing only. The Respondent was not present or represented. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondent did not make representations in advance of the CMD.
19. It was noted the Respondent had previously confirmed that they were not disputing the rent arrears of £2700, the removal of the rubbish at £600. The cleaning of the Property at £120 and the repair to the wall at £300.
20. Ms Weston noted that the electricity circuit board and bathroom repairs were not within the expectation of payment by the Respondent given the age and nature of the items. The electric box and the boiler were both old so would need repairs regardless of the condition that the Respondent had left the Property in. The Tribunal noted this and removed the items from the claim. This was namely £300 for the electric box, £1500 for the boiler and £500 for the bathroom repairs.
21. Ms Watson said that the fire alarms and carbon monoxide monitor were in the Property at the start of the tenancy. They had been removed by the Respondent. The Tribunal accepted this and that £180 was due by the Respondent on these issues.
22. The joinery works referenced to include work to the door. Ms Watson said that joinery was all in relation to the front door repairs. It is believed that the Police required to force entry to the Property which significantly damaged the door. This clarified matters for the Tribunal. It was content that the sum of £400 was due to the Applicant from the Respondent regarding this point.
23. The kitchen required all the cupboard doors to be refitted but not replaced. The worktops were scratched and needed replaced. The floor covers need repaired as it was scratched and damaged. The walls were painted prior to the start of the tenancy in 2021. They were very damaged as a result of the tenancy and needed to be repainted.
24. The Tribunal noted that wear and tear had not been considered in the response to the direction. The Tribunal considered that a 10% deduction from the value of the claim in relation to those items should be applied in this circumstance as the tenancy was three years so some wear and tear should be expected. Ms Weston agreed with this point.
25. The Tribunal considered that in total the Applicant was entitled to an order for £7810 for the sums due for the damage to the Property.

### Findings and reason for decision

26. A Private Rented Tenancy Agreement commenced 12<sup>th</sup> March 2021. The tenancy ending on 8<sup>th</sup> September 2022.

27. The Respondent admitted the amount due in relation to rent arrears, removal of rubbish and cleaning.

28. The Respondent had left the Property in such a poor state that further work had to be undertaken by the Applicant to remedy the damage done to the Property by the Respondent. Including the undisputed amounts this totals £7810 as detailed above.

### Decision

29. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £7810 from the Respondent.

### **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.**

G Miller

8<sup>th</sup> January 2025

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Legal Member/Chair

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Date