



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 71(1) of the Private Housing
(Tenancies)(Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/24/2236

Re: Property at 100 Neilsland Road, Hamilton, ML3 8HN (“the Property”)

Parties:

Gaulds Limited, 22 Milnpark, Glasgow, G41 1BB (“the Applicant”)

**Ms Elizabeth McTaggart, 63 Neilsland Road, Hamilton, ML3 8HJ (“the
Respondent”)**

Tribunal Members:

Mary-Claire Kelly (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined to grant an order for payment in the sum of TWO
THOUSAND ONE HUNDRED AND SEVENTY-NINE POUNDS AND FIFTY-SIX PENCE
(£2179.56)**

1. By application dated 15 May 2024 the applicant seeks an order for payment in respect of rent arrears.
2. The applicant lodged the following documents with the application:
 - Copy tenancy agreement
 - Rent accounts for the duration of the tenancy
 - Invoices relating to work carried out after the tenancy ended
 - Photographs showing the condition of the tenancy after the tenant left.

3. A case management discussion (“cmd”) took place by teleconference on 1 October 2024. The applicant was represented by Mrs Mains from Gauld Properties. The respondent was not present or represented.
4. Mrs Mains sought an order for payment at the cmd. She referred to vouching and photographs had been produced in relation to the repairs which Mrs Mains stated required to be carried out at the end of the tenancy. Mrs Mains stated that the property had been left in a poor state with a large amount of the respondent’s possessions left behind. She also stated that green paint had been splattered up the walls which meant that redecoration was required. Mrs Main stated that the carpets within the property had been left in a very poor condition and could not be reused. Mrs Main was clear that the condition the property was left in went well beyond the fair wear and tear that would be expected.
5. Mrs Mains stated that a deposit of £466.98 had been returned to the applicant from the tenancy deposit scheme. It was noted that this differed from the amount of £650 which was stated as the deposit in the tenancy agreement. Mrs Mains stated that the tenant had not paid the requested amount in full which explained the discrepancy.
6. Mrs Mains explained that she thought the original amount due was in excess of £2600 and the figure of £2179.56 stated in the application had already accounted for the deposit. However, the rent statement that had been produced did not appear to show the deduction.
7. It was also noted that no rent increase notices had been produced for the rent increases which had increased the rent from £450 in the tenancy agreement to £515 as shown in the rent account.
8. The Tribunal determined to adjourn the cmd and requested that the applicant lodge a rent account which showed the treatment of the deposit at the conclusion of the tenancy agreement. The Tribunal also requested that the applicant lodge copies of any rent increases documents sent to the respondent to increase the rent from the amount of £450 set out in the tenancy agreement.

Case management discussion – 23 January 2025 – teleconference.

9. The applicant was represented by Mrs Mains from Gauld Properties. The respondent was not present or represented. The Tribunal was satisfied that the

respondent had received proper notice of the cmd and proceeded with the cmd in their absence in terms of rule 29.

10. In advance of the cmd the Mrs Mains had lodged an updated rent account that showed that the figure of £2176.56 was comprised of rent arrears of £522.05 due when the tenant left the property on 26 October 2023, house clearance fee of £250, replacement fridge/freezer cost of £149.49, cost of replacing the bathroom and redecorating walls and woodwork throughout the property of £1162.50, cost of replacing carpets of £562.50. The sum sought took into account a deduction of £466.98 in respect of the deposit paid by the respondent. Mrs Mains had submitted a document from Safe Deposits Scotland showing that this was the amount of deposit held in the scheme and refunded when the tenancy ended.
11. Mrs Mains referred to a rent increase notice dated 21 October 2022 that had been submitted which showed that proper notice had been given to the respondent that the rent would be increased to £500 from February 2023.

Findings in fact

12. Parties entered into a tenancy agreement with a commencement date of 24 April 2020.
13. Monthly rent due in terms of the agreement was initially £450.
14. Rent increased to £500 from February 2022 and to £515 per month from July 2023.
15. The tenancy ended on 26 October 2023.
16. Rent arrears as at 26 October 2023 amount to £522.05.
17. The respondent damaged the condition of the property. As a result the applicants required to redecorate the walls and woodwork throughout the property, replace carpets in the living room, hall and 2 bedrooms.
18. The respondent removed the fridge freezer from the property which had to be replaced at a cost of £149.49.
19. The respondent failed to remove their possessions from the property resulting in an outlay of £250 for clearing the property.
20. The applicant reduced the amounts sought for redecoration and carpet placement by £825 to take into account what would be expected in terms of damage caused by fair wear and tear.

21. The condition of the property and in particular the internal decoration and carpets were damaged beyond what would be expected due to fair wear and tear at the end of the tenancy.

Reasons for the decision

22. The Tribunal had regard to the application and the documents, photographs and invoices lodged by the applicant's representative. The Tribunal also took into account oral submissions at both cmds. The Tribunal had no reason to doubt the accuracy and validity of the documents provided which vouched the level of arrears and the costs of works carried out after the respondent vacated the property.
23. The Tribunal was satisfied that the damage to the property went beyond what would be expected due to fair wear and tear as could be seen from the photographs that had been lodged.
24. The Tribunal gave particular weight to the fact that the respondent had not lodged any defence to the application or disputed the sum sought in any way.
25. The Tribunal was satisfied that the rent arrears at the property amounted to £522.05 as at the date of the cmd.
26. The Tribunal was satisfied that vouching had been provided in respect of the works carried out and detailed in the application. The Tribunal was satisfied that after deduction of the deposit the amount due for rent arrears and to repair the damage caused amounted to £2179.56.

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.



Mary-Claire Kelly

Legal Member/Chair

23 January 2025

Date