



**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/23/4399**

**Re: Property at 43B Sunnybank Road, Aberdeen, AB24 3NJ ("the Property")**

**Parties:**

**Mr Andrew Clark, 43A Sunnybank Road, Aberdeen, AB24 3NJ ("the Applicant")**

**Ms Nacha Ishaqu Atiwurcha, 2/2 Broomknowes Road, Glasgow, G21 4YP ("the Respondent")**

**Tribunal Members:**

**Gillian Buchanan (Legal Member) and Gerard Darroch (Ordinary Member)**

**Decision**

- 1.1 At the Hearing, which took place by telephone conference on 3 March 2025, the Applicant and Respondent were in attendance.
- 1.2 Prior to the Hearing the Applicant had sent emails to the Tribunal dated 4, 10 and 26 February 2025 regarding the attendance of a witness, Doreen Strachan.

**Background**

- 2.1 A CMD had previously taken place on 18 November 2024. That CMD was adjourned to the Hearing to allow disputed issues identified between the parties to be determined by the Tribunal.
- 2.2 The Notes of the CMD record the issues to be resolved between the parties as:-
  - i. Does the Inventory and Record of Condition attached to the Applicant's Letting Agent's email of 24 July 2020 to the Respondent reflect an accurate indication of the condition of the Property at the start of the tenancy?
  - ii. Is the Respondent deemed to have accepted the Inventory and Record of Condition as an accurate indication of the condition of the Property having regard to clause 25 of the PRT and the exchanges of the Applicant's letting agent with the Respondent by email dated 24 and 28 July 2020.
  - iii. Are the cleaning costs incurred by the Applicant reasonable and recoverable from the Respondent?
  - iv. Are the painting costs incurred by the Applicant reasonable and recoverable from the Respondent?

- v. In that the Applicant's claim includes cost of removing and replacing the bathroom floor and other floor coverings not yet incurred, are these costs reasonable and recoverable from the Respondent?
- vi. To what extent, if any, did the Respondent damage furniture of the Applicant within the Property and to what extent is the Respondent liable for the reasonable costs of removing and replacing any damaged furniture, no such sums having yet been incurred by the Applicant?
- vii. Are the costs of repairing the kitchen cupboard/drawers handles, hinges and mirror runner reasonable and recoverable from the Respondent?
- viii. What is a reasonable amount of damages for replacing the damaged sink in the kitchen for which the Respondent admits liability?
- ix. To what extent were pest control charges incurred and are these reasonable and recoverable from the Respondent?
- x. To what extent does the Applicant's claim include any element of betterment for which the Respondent is not liable?

### **The Hearing**

- 3.1 At the outset of the Hearing the parties confirmed that the issues between them remained unresolved and therefore the Hearing required to proceed.
- 3.2 The Tribunal discussed with the Applicant the attendance of Doreen Strachan as a witness. He had been unable to secure her attendance as her employer required to give permission. The Applicant had not furnished to Ms Strachan or her employer the Notes of the CMD of 18 November 2024. He was content to proceed with the Hearing in her absence and did not seek any adjournment of the Hearing. He said she would only have repeated what is already within the productions.
- 3.3 Neither party had any other witnesses.
- 3.4 The Respondent said she had no dealings with Doreen Strachan.
- 3.5 The Tribunal therefore proceeded to hear evidence from the parties on the issues to be resolved.

### *Evidence of Applicant*

- 3.6 With regard to the Inventory Report dated 22 July 2020, Ledingham Chalmers advised the Applicant that this document had been prepared by Doreen Strachan. On 17 May 2023 Ledingham Chalmers moved their leasing department to Parkhill Properties along with all staff. On 22 July 2020 Doreen Strachan gained entry to the Property and took the photographs contained therein. The comments within the Inventory Report are of Doreen Strachan. The Applicant accepted the comments made on page 4 of the Inventory Report under the heading "Condition".
- 3.7 The Applicant accepted the Inventory Report had been sent to the Respondent on 24 July 2020 notwithstanding that the tenancy commenced on 22 July 2020. He said he is aware that the Respondent challenged the accuracy of the Inventory Report by email of 28 July 2020. He said the Property had been cleaned prior to the Respondent viewing the Property and after accepting the tenancy she asked for it to be cleaned and therefore the cleaning agency did a second clean. As the Letting Agent did not communicate further with the Applicant he assumed the Respondent was happy. The cleaning company was Bliss Cleaning.
- 3.8 The Applicant stated that the Property has still not sold as it is not fit for habitation. It had been on the market for over a year and has now been passed to an auction house. The main concerns are the joists in the bathroom where the floor is sagging due to poor ventilation. The Applicant referred to having taken advice from a flooring professional.

- 3.9 With regard to the flat cleaning costs claimed in a sum of £291 for post-tenancy cleaning, the Applicant is happy to accept a figure of £242.50.
- 3.10 The entire Property needed cleaned as the whole property also needed painted. The painting contractors were instructed to paint everything they could. A deep clean was required after discovering an infestation of maggots. These were found when the cleaners were shampooing the carpets in the two bedrooms which had begun to be eaten away as a result. The reference to the presence of maggots is not contained within the Parkhill Properties Check-out Report. The maggots were only visible when the carpets were taken up and therefore the Applicant got the cleaning agency to write a statement of what they found. The Applicant referred to the email of 7 November 2023 from Peter Fitzpatrick.
- 3.11 The tenancy ended on 18 September 2023. The Check-out Report barely contains any box which doesn't reference dirt or marks.
- 3.12 The Check-out Report was prepared the day after the Respondent moved out. Again, Doreen in Strachan did that inspection.
- 3.13 The contractor who undertook the paintwork was Dave Webster. He painted throughout the Property in November 2023.
- 3.14 With regard to the bathroom flooring, no remedial works have been carried out.
- 3.15 Ledingham Chalmers were instructed to sell the Property. The Applicant stated that he had not received any indication from Ledingham Chalmers as to why the Property was not selling, simply that he needed to keep dropping the price. He said that purchasers do not want a property that requires so much work.
- 3.16 The Property was bought as an investment.
- 3.17 The Council is not presently charging Council Tax as it is uninhabitable.
- 3.18 With regard to the furniture said to have been damaged, the Applicant confirmed that these items had not been re-purchased. He said the furniture taken was not new and had wear and tear. The chairs were left broken. The message boards had been taken away. Two small tables had been broken along with two lamps and the toilet brush had been taken away. Drawers had also been ruined. He said he was happy for the Respondent to remove items that provided they were replaced and left in the Property when the Respondent moved out. The Applicant did not have a breakdown of the figure of £1120 for the replacement items. He indicated the calculation was based on a like-for-like basis from the likes of Argos or B&Q. The items damaged and/or removed would be replaced with new items on that basis. He accepted that would involve an element of betterment.
- 3.19 His position was that the Respondent should have left the Property in the same condition as she found it.
- 3.20 With regard to the figure of £220 incurred for the supply and fitting of handles on the kitchen cupboards and drawers, door hinges on the kitchen sink unit and the repair of the mirror and runner on the wardrobe door in the master bedroom, these sums were incurred and the Applicant referred to an email of 17 October 2023.
- 3.21 The claim of £100 for the replacement sink has not been incurred.
- 3.22 With regard to the pest control charges of £192 these were not incurred.
- 3.23 With regard to the figure of £600 for the removal of damaged furniture, the Applicant stated that it was a general odd job person who did that work. Reference was made to an email of 25 October 2023 in which the quotation is referenced.
- 3.24 With regard to the bathroom floor the damage was caused due to water spillage and poor ventilation. The Tribunal made reference to the rusting at the WC per the check-in Inventory Report which might suggest water was already lying in the area. The Applicant stated that he believed that the water there was from the toilet and did not affect the floor. The Tribunal suggested that the level of damage to the bathroom

floor might suggest a leak rather than casual water. The Applicant stated that the joiner had advised that all facilities need to be lifted and the floor replaced. He had looked for the leak and none could be found. The Applicant referred to the report of Victoria Carpets as a specialist report. The Tribunal queried the value of a report from a firm dealing principally in floor coverings.

- 3.25 With regard to the painting of all rooms within the Property, the Tribunal referenced the Check-in Inventory Report and the reference to there being marks on walls at the outset of the tenancy. Some deterioration would be expected over the three-year period of the tenancy. The Tribunal questioned whether the Applicant would always have painted the Property prior to putting it on the market for sale in any event. The Applicant stated that he had previous tenants in the Property and never once did he required to have the Property painted after their removal. Wear and tear is acceptable. With regard to betterment, the Tribunal asked the Applicant whether the extent of the painting undertaken included an element of betterment. He said that if the Property had been left in an appropriate condition then no painting would have needed to be done.
- 3.26 The Applicant had not previously planned to put the Property on the market for sale.
- 3.27 With regard to the second version of the Inventory Report containing handwritten remarks, the Applicant confirmed these to be of Doreen Strachan.
- 3.28 The Applicant said this Property is his only rental property which he inherited. He referred to the tenancy arrangements being a bit of a disaster and that he was better out of it.
- 3.29 With regard to general wear and tear the Applicant said there were a lot of matters he decided not to claim for, for example torn linoleum, the broken toilet, shelving units and damp. The Respondent failed to give any forwarding information and the Applicant incurred a £10 charge for a trace to be undertaken in order to get her address for the Tribunal.
- 3.30 The Applicant confirmed the deposit paid by the Respondent has been recovered and is to be offset against his claim.

#### *Evidence of Respondent*

- 3.31 The Respondent disputed the content of the Inventory Report of 22 July 2020. She said she was shocked as the photographs did not reflect the true state of the Property.
- 3.32 The toilet was flooded with water, kitchen drawers were broken and walls were marked everywhere.
- 3.33 She took her own photographs and sent them to the Letting Agent who did not dispute what had been sent. The Letting Agent said in an email of 28 July 2020 that the Inventory Report would be updated.
- 3.34 The Respondent had previously asked for the Property to be cleaned and photographs she took were after that had been done.
- 3.35 During the period of the lease the Applicant, who was a neighbour, came round several times and never raised any issues with her.
- 3.36 He offered the Respondent to buy the Property.
- 3.37 He also sent to the Respondent a letter before she moved out in which he raised no issues.
- 3.38 The Property has a pre-paid meter and was in debt by £15 when the Respondent moved in. Every month she paid £250 into the meter. She had a lot of credit and had sufficient heating for the Property. The heating system was terrible. It was out of date and it was so cold in the Property. The Applicant had to change the heating system. The Respondent told Letting Agents every time they attended at the Property that it was so cold that she was being made ill.

- 3.39 With regard to the cleaning costs, her position is as previously stated at the previous Case Management Discussion. The Notes of the CMD on 18 November 2024 record the Respondent's position to be as follows:-  
*"With regard to the cleaning charges of £291 the Respondent said she had to pay for the Property to be cleaned when she moved in. She tried to clean the Property when she left and it was in better condition than when she moved in. She did not accept the cleaning costs to be required."*
- 3.40 Her position with regard to the painting is also as previously stated. The Notes of the CMD on 18 November 2024 record the Respondent's position to be as follows:-  
*"With regard to the painting costs of £2440, the Respondent sent into the letting agent pictures of the state of the Property when she moved in. It had not been painted. This claim is totally unfair. There are no major repairs required to the Property."*
- 3.41 She said she left the property in excellent condition. It had not been freshly painted and was handed over as she found it.
- 3.42 With regard to the bathroom, the Respondent stated that in the Inventory Report at check-in a rug covered the floor. The Respondent lifted the rug and sent photos of what was underneath. She said she left the bathroom the way she found it.
- 3.43 With regard to the furniture, she inspected the Property during Covid and was therefore only in the Property for 10 minutes before agreeing to take the tenancy. Some of the furniture was broken. She sent an email to the Letting Agent about replacing that furniture. It was in worse condition than she expected. She replaced the furniture from Facebook Marketplace and did not remove it on leaving. She did not ask the Applicant to pay for the replacement furniture or to buy new furniture.
- 3.44 She is surprised at the Applicant's claims.
- 3.45 The Respondent said she had left the Property keys and her forwarding address with the Letting Agent on departure.
- 3.46 With regard to the kitchen cupboard and door handles etc, one door handle was already snapped at the outset. The condition of the cupboard and drawer handles was not good. They were broken and loose.
- 3.47 She did not accept there to be any need for any repairs to the mirror and runner.
- 3.48 With regard to the sink, as previously stated at the CMD, the Respondent accepted responsibility for the damage thereto.
- 3.49 With regard to the maggots in both bedrooms, she said that there were maggots everywhere in the house. They could be seen at night when the lights were off. The rugs in question were very old. She used insecticides but they did not work.
- 3.50 With regard to keeping the property clean, the Respondent stated that the Applicant visited several times and never raised any issues. Indeed he gave her a good reference.
- 3.51 With regard to the Check-out Report referencing the Property being dirty, the Respondent said she could not clean any further.

#### *Further Submissions for Applicant*

- 3.52 The Applicant stated that communications took place between the Respondent and the Letting Agent. The Letting Agent on several occasions said that the Property was not being kept ventilated but referred to harassing the tenant if they kept raising the position with her.
- 3.53 He said that he lives next door to the Property and when the Respondent lived there the windows and curtains were always closed and the heating was not on when he was in.
- 3.54 He always dealt with repairs promptly.

- 3.55 He said the reference given was prior to the Respondent moving out. He wanted to keep a good relationship with the Respondent as rent had always been paid on time and the Respondent had always been very pleasant.
- 3.56 The Applicant said the items left behind by the Respondent included clothes and a microwave. He said he could have asked for the costs of disposal of these items as well as storage charges but decided to absorb the storage charges.

*Further Submissions for Respondent*

- 3.57 The Respondent said the windows were always open when she was at home.
- 3.58 The letter of reference was given after the Respondent left, not before.

**Findings in Fact**

4. The Tribunal makes the following findings in fact:-
- 4.1 The Applicant is the heritable proprietor of the Property.
  - 4.2 The Applicant leased the Property to the Respondent in terms of a Private Residential Tenancy Agreement ("the PRT").
  - 4.3 The PRT started on 22 July 2020.
  - 4.4 The PRT ended on 18 September 2023.
  - 4.5 Whilst Clause 25 of the PRT envisaged that an Inventory and Record of Condition relative to the Property would be issued to the Respondent as an attachment to the PRT that did not happen.
  - 4.6 The Inventory Report dated 22 July 2020 was issued by the Applicant's Letting Agent, Ledingham Chalmers, to the Respondent by email dated 24 July 2020 asking that the Respondent sign and return a copy with any amendments by the close of business on Friday 31<sup>st</sup> July 2020.
  - 4.7 The Respondent challenged the terms of the Inventory Report by email and in her email of 28 July 2020 Ms Whitaker of Ledingham Chalmers stated that she would update their records with the Inventory Report as amended by the Respondent. Ms Whitaker did not intimate any disagreement with the Respondent's challenge and appeared to accept the Respondent's position.
  - 4.8 The Inventory Report dated 22 July 2020 did not therefore reflect an accurate condition of the Property as at the start of the PRT.
  - 4.9 The Applicant incurred cleaning costs of £242.50 following the Respondent removing from the Property. The Respondent left the Property in a dirty condition such that professional cleaning was required. The check-out Inventory/Schedule of Condition dated 19 September 2023 shows the cleanliness of the property to be poor throughout.
  - 4.10 The Applicant incurred £2,440 for painting the Property throughout following the departure of the Respondent. The Applicant had not painted the Property between previous tenancies. The Inventory Report dated 22 July 2020 refers to the walls of the Property having marks and defects in places and records there being marks, chips and holes in doors and door frames, scuffs, discolorations and flaking paint on the walls, and chips and marks on skirtings. Having not painted the Property in recent times, the painting carried out was necessary particularly in light of the Applicant's intention to place the Property on the market for sale. The extensive paintwork undertaken included a significant element of betterment.
  - 4.11 The Applicant carried out no work to the bathroom floor.
  - 4.12 The Applicant did not replace the floor coverings within the Property following the Respondent's departure.
  - 4.13 The Applicant has not replaced furniture, furnishings or appliances in the Property following on from the Respondent's tenancy.

- 4.14 Following the departure of the Respondent, the Applicant incurred costs of £600 for clearing the Property of items that left behind by the Respondent as illustrated in the Inventory/Schedule of Condition dated 19 September 2023. The sum of £600 for removing disposing of such items is excessive. A reasonable amount is £400.
- 4.15 The Applicant incurred a sum of £220 for repairing kitchen cupboard and door handles and hinges together with the repair of the mirror and runner on the wardrobe door in the master bedroom. These repairs arose as a consequence of the Respondent's fault or negligence or of the fault or negligence of any person residing with her or a guest.
- 4.16 The Respondent damaged the kitchen sink. The Applicant has not carried out any repairs nor has the kitchen sink been replaced.
- 4.17 The Applicant has not incurred any pest control charges relative to the Property.
- 4.18 Total damages reasonably payable by the Respondent to the Applicant are £862.50.
- 4.19 The deposit of £500 previously paid by the Respondent has been recovered in full by the Applicant and requires to be offset leaving a balance payable by the Respondent of £362.50.

### **Reasons for Decision**

- 5.1 In reaching a determination the Tribunal had regard to the parties' positions as outlined at the CMD on 18 November 2024 together with their evidence at the Hearing and the documentary productions. Whilst both parties presented themselves in a generally credible manner, the application clearly included a number of heads of claim for damages which had not been incurred and would not now be incurred but which the Applicant continued to pursue which the Tribunal considered to be disingenuous.
- 5.2 The Tribunal considered each disputed issue in turn as follows:-

- i. Does the Inventory and Record of Condition attached to the Applicant's Letting Agent's email of 24 July 2020 to the Respondent reflect an accurate indication of the condition of the Property at the start of the tenancy?*

On the balance of probabilities the Tribunal concluded that the Inventory Report dated 22 July 2020 does not reflect an accurate indication of the condition of the Property at the outset of the tenancy. The tenancy started on 22 July 2020. The Inventory Report dated 22 July 2020 was not issued to the Respondent until 24 July 2020 by means of an email from Jennifer Whitaker of Ledingham Chalmers in which Ms Whitaker asks the Respondent to "*sign and return a copy, with any amendments ..... by the close of business on Friday 31<sup>st</sup> July 2020*". The Respondent challenged the terms of the Inventory Report by email and in her further email of 28 July 2020 Ms Whitaker states that she will "*update our records with your amended Check-in Inventory report*". Ms Whitaker did not intimate any disagreement with the Respondent's challenge and, on the contrary, appeared to accept the Respondent's position. On that basis the Tribunal concludes that the Inventory Report dated 22 July 2020 did not reflect an accurate condition of the Property as at the start of the tenancy.

- ii. Is the Respondent deemed to have accepted the Inventory and Record of Condition as an accurate indication of the condition of the Property having regard to clause 25 of the PRT and the exchanges of the Applicant's letting agent with the Respondent by email dated 24 and 28 July 2020.*

As stated above the Respondent did not accept the Inventory Report and is not deemed to have done so. Clause 25 of the PRT is not pertinent as it envisaged the Inventory Report being issued to the Respondent as an attachment to the PRT and "*being supplied to the Tenant no later than the start date of the tenancy*" which did not happen. The Respondent answered the Applicant's Letting Agent within the period allowed in terms of the email of 24 July 2020. The Letting Agent acknowledged her email and said their records would be updated.

*iii. Are the cleaning costs incurred by the Applicant reasonable and recoverable from the Respondent?*

The Applicant's revised claim under this head is for £242.50. This sum was incurred by him. Clause 17 of the PRT states that the tenant agrees to take reasonable steps to ensure that the Property and its fixtures and fittings are kept clean during the tenancy. On the balance of probabilities the Tribunal considers that it was reasonable for the Applicant to incur cleaning costs and that the amount sought is reasonably charged. The photographs lodged by the Applicant clearly show the Property to be dirty and in need of cleaning after the Respondent's departure. The check-out Inventory/Schedule of Condition dated 19 September 2023 also reflects the cleanliness of the Property as "poor" throughout.

*iv. Are the painting costs incurred by the Applicant reasonable and recoverable from the Respondent?*

The Applicant's claim is for £2,440 under this head. This amount has been incurred by the Applicant for the painting throughout the Property. The invoice of the painting contractor clearly details extensive works to ceilings, walls, cupboards, and woodwork including windows and doors. By his own admission the Applicant had not painted the Property for some time. He referred to not having required to paint the Property between previous tenancies. Indeed the Inventory Report dated 22 July 2020 at check-in refers to the "Condition of Decorations" and states:-

*"Walls have marks in places from reasonable use. Walls have defects in places."*

Indeed the Inventory Report also records marks, chips and holes in doors and door frames, scuffs, discolorations and flaking paint on walls, chips and marks on skirtings.

The Applicant accepted these remarks as accurate.

Against that backdrop and on any view to enhance the prospects of a successful sale of the Property considerable painting would be necessary.

The extensive nature of the works carried out therefore include a very significant element of betterment.

The check-out Inventory Report dated 19 September 2023 does reference marks on walls and ceilings. However, from the evidence available to it the Tribunal could not determine what was pre-existing at check-in and what was new at check-out. The Inventories could not meaningfully be compared.



In light of the foregoing the Tribunal could not determine on the balance of probabilities the extent to which (if any) the paintwork was damaged by the Respondent and, having not discharged the onus of proof upon him, the Applicant's claim under this head is refused.

- v. *In that the Applicant's claim includes cost of removing and replacing the bathroom floor and other floor coverings not yet incurred, are these costs reasonable and recoverable from the Respondent?*

The Applicant's claim is for £2,536 relative to the bathroom floor works and £2,292 relative to the supply and fitting of new carpets within the Property.

The bathroom works had not been carried out as at the Hearing and the Applicant clearly would not now be undertaking these works given the Property is being handed to an auction house for sale. No evidence was led to show that the value of the property had been diminished by the condition of the bathroom floor nor that the Property had not sold due (even in part) to the condition of the bathroom floor. For that reason the Tribunal did not require to determine whether the condition of the bathroom floor was or was not caused by the Respondent. That head of claim is refused. The Applicant has sustained no loss.

New carpets were not supplied and fitted as at the Hearing and the Applicant clearly would not now be undertaking these works given the Property is being handed to an auction house for sale. The Applicant has sustained no loss and that head of claim is also refused.

- vi. *To what extent, if any, did the Respondent damage furniture of the Applicant within the Property and to what extent is the Respondent liable for the reasonable costs of removing and replacing any damaged furniture, no such sums having yet been incurred by the Applicant?*

The Applicant claims £1,120 to replace furniture/furnishings/appliances said to have been damaged or removed by the Respondent. He could not provide a breakdown of that figure. Replacement furniture/furnishings/appliances were not purchased by the Applicant as at the Hearing and the Applicant clearly would not now be making any such purchases given the Property is being handed to an auction house for sale. The Applicant has sustained no loss. For that reason the Tribunal did not require to determine the extent to which (if any) the Respondent damaged/removed furniture etc belonging to the Applicant within the Property. This head of claim is therefore refused.

With regard to the additional claim of £600 for the removal of damaged furniture and other items within the Property, this amount was incurred by the Applicant. No invoice is produced, simply reference to an email from Parkhill Properties to the Applicant dated 25 October 2023 in which a figure of "*Approx. £600 NO VAT*" is stated for "*Disposal of all items in flat*". The Check-out Inventory Report clearly shows various items left behind by the Respondent. The Tribunal accepts costs would be incurred by the Applicant in removing items left behind by the Respondent. The Respondent is liable for reasonable disposal costs in terms of Clause 37.xx. of the PRT. The Tribunal does not consider a sum of £600 to be

reasonable for the removal of the items concerned. That amount is excessive. The Tribunal considers a sum of £400 to be reasonable in the circumstances.

- vii. Are the costs of repairing the kitchen cupboard/drawers handles, hinges and mirror runner reasonable and recoverable from the Respondent?*

The Applicant's claim is for £220 under this head. That sum was incurred by the Applicant.

Clause 18 of the PRT states that the tenant will be liable for the cost of repairs where the need for them is attributable to the tenant's fault or negligence or of any person residing with him/her or any guest. The check-out Inventory Report refers to base unit drawer handles being broken. These were not broken in the check-in Inventory Report. The check-out Inventory also references the wardrobe doors not working properly in bedroom 1. On the balance of probabilities the Tribunal accepts that these remedial costs arose as a result of the Respondent's fault or negligence or of any person residing with her or a guest. It was reasonable for the Applicant to incur these remedial costs and the amount sought is reasonably charged.

- viii. What is a reasonable amount of damages for replacing the damaged sink in the kitchen for which the Respondent admits liability?*

The Applicant's claim is for £100 under this head. The sink had not been replaced as at the Hearing and the Applicant clearly would not now be undertaking that work given the Property is being handed to an auction house for sale. The Applicant has sustained no loss therefore no damages are payable.

- ix. To what extent were pest control charges incurred and are these reasonable and recoverable from the Respondent?*

The Applicant's claim is for £192 under this head. These charges had not been incurred by the Applicant. The Applicant has sustained no loss therefore no damages are payable. For that reason the Tribunal did not require to determine whether the presence of maggots was or was not caused by the Respondent.

- x. To what extent does the Applicant's claim include any element of betterment for which the Respondent is not liable?*

Betterment is covered above at paragraph 5.2.iv.

- 5.3 The total damages payable by Respondent to the Applicant is therefore £862.50, against which the Respondent's deposit of £500 requires to be offset leaving a balance payable by the Respondent of £362.50.

### **Decision**


6. The Tribunal orders the Respondent to make payment to the Applicant of the sum of £362.50.

## **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.**

**Gillian Buchanan**



  
**Legal Member/Chair**

**Date: 14 April 2025**