



**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/24/0608

Re: Property at 16 Jura Street, Greenock, PA16 7JH (“the Property”)

Parties:

McTaggart & Disselduff Ltd, 9 Duff Street, Greenock, PA15 1DB (“the Applicant”)

**Ms Alexandria Lucas, Mr Declan McQuarrie, 44 Milnafua, Alness, IV17 0YR
(“the Respondent”)**

Tribunal Members:

Mary-Claire Kelly (Legal Member) and Eileen Shand (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of TWO HUNDRED AND EIGHTY POUNDS (£280)

Background

1. By application dated 5 February 2024 the applicant sought an order for payment in respect of arrears of rent and the costs of repairs to the property after the respondents moved out.
2. A case management discussion (“cmd”) took place via teleconference on 11 September 2024. Alexander Disselduff and Elizabeth McTaggart were in attendance. Mr McQuarrie appeared on behalf of both respondents.
3. Parties were in agreement that a payment of £1560 had been received since the application was submitted however the respondent disputed that he was

liable for the outstanding amount of £772. The amount sought was amended to the reduced figure of £772.

4. The Tribunal determined to fix a hearing in relation to the disputed sum for 7 February 2025. The hearing was adjourned until 22 May 2025 at the request of the applicant due to a family bereavement.
5. The applicant submitted the following documents with the application :
 - Rent statement
 - Copy lease agreement
 - Photographs of the property
 - Invoice related to works carried out in the property
 - Correspondence with Vilcol investigations Ltd.
6. On 20 May 2025 Ms McTaggart submitted 7 additional invoices in respect of works carried out to the property, an updated rent account and written submissions.
7. The respondents submitted written submissions together with copy email correspondence between Mr McQuarrie and Ms McTaggart.

Hearing- teleconference – 22 May 2025

8. Mr McTaggart attended for the applicant. Ms McTaggart confirmed that she is a director of McTaggart & Disselduff Ltd with her husband Alexander Disselduff. She explained that she is also the sole owner of Red Roof Ltd the letting agents managing the property. Mr McQuarrie attended on behalf of both respondents. He stated that his partner, Ms Lucas had recently given birth and was unable to attend.
9. Ms McTaggart sought an order for payment in the sum of £772. Her position was that a greater sum was due however as no intimation of an amendment to the sum sought had been made in terms of Rule 14A the sum sought was restricted to £772. Mr McQuarrie opposed an order being made.
10. No witnesses attended on behalf of either party. The Tribunal heard from Ms McTaggart and Mr McQuarrie in detail in relation to each of the disputed items. The items under consideration were those set out in the application and detailed in the original invoice submitted with the application and dated 21 June 2023 namely:

- The wet wall
- Carpet cleaning
- Removal of items after the tenancy ended
- Oven door repair
- Garden tidy
- Address tracing outlay

11. A summary of the evidence heard is undernoted. For the avoidance of doubt this is not a verbatim record of what was said but a summary of the relevant evidence in relation to disputed facts.

12. Damaged wet wall- evidence of Ms McTaggart.

Ms McTaggart had submitted an invoice in the sum of £490 from Complete Home Services. The invoice was dated 24 January 2023 and covered:

- *Existing wetwall around bath removed and walls cleaned*
- *8mm PVC wetwall fitted around Bath and Bath panel*
- *Wetwall sealed with sanitary silicone*

Ms McTaggart had also submitted photographs of the bathroom taken before the respondents had moved in and after they had moved out. Ms McTaggart stated that the photographs showed that the bath sealant had been in good condition prior to the respondents moving into the property. Ms McTaggart stated that the applicants used wet walls in a number of their rental properties. She stated that it is cheaper and easier to clean and also looks nicer than tiles. She stated that they did not use tiles anymore. She stated that it is not possible to patch an area of wet wall that had been damaged and the entire area required to be replaced. Mr Mc Quarrie stated that the property had been used for the respondents' dog walking business. She stated that there had been no agreement that dogs could be kept in the property and that she had no idea that the respondents would be running a dog walking business from the property. She referred to photographs showing a large number of dogs in the property which had been submitted and had been posted on the facebook page for the dog walking business. She stated that

the damage to the bath sealant, shower door and wet wall was caused by the animals and stated that the respondents must have been using the bathroom regularly to clean dogs. Ms Mc Taggart stated that she had received complaints from the respondents regarding mould growth. She stated that a dampness expert had visited the property and prepared a report. He had found that there was excessive moisture in the property. Ms McTaggart stated that the moisture was caused by an excessive number of dogs in the property.

13. Damage to wet wall – Mr McQuarrie

Mr McQuarrie stated that he had operated a dog walking business from the property. He stated that this was different from a home visits service. He stated that he had owned one dog which Mr Disselduff had been aware of before they moved in. Mr McQuarrie stated that he had never bathed dogs in the bathroom. He accepted that damage to the bath panel had been caused by his using the Hoover but that the damage to the sealant which had caused the wet wall to be replaced was not due to the respondents' behaviour. Mr McQuarrie stated that the property had been affected by mould growth. He stated that he had raised the problem with Mr Disselduff who had provided a dehumidifier. He stated that the mouldy sealant had been repaired 2 or 3 times during the tenancy by a plumber and that someone had come out to carry out tests for mould. He had said that the house was not fully insulated. Mr McQuarrie stated that there was a window in the bathroom which was opened for ventilation. He stated that it was open much of the time and also anytime anyone used the shower. Mr McQuarrie referred to the email correspondence that he had submitted. He stated that after they had moved out of the property he had requested invoices to show the costs that were being claimed by the applicant. He stated that in his email to Ms McTaggart on 25 July 2023 he had requested copies of all invoices showing the cost of work carried out. No invoice had been provided prior to the present application being submitted. He stated that the applicant had sought payment based on an invoice issued by themselves. He confirmed that the deposit for the property had been refunded in full by the relevant tenancy deposit scheme.

- 14. Deep clean carpets-** Ms McTaggart stated that there had been a bad smell in the property after the respondents moved out which she stated had been due to the respondents' failure to clean up after their dogs. The carpet was extremely odorous and well beyond what would ordinarily be expected in a house with one dog. Mr McQuarrie stated that when they had moved out of the property they had moved to Inverness. They had to make a number of trips in the same day which did not leave time to specifically clean the carpets.
- 15. Remove and dump rubbish-** Mr McQuarrie accepted that some items had been left in the property as was shown in the photographs that had been submitted however he stated that there had been other items already in the property, particularly in the loft which had been left by the previous tenant. He disputed that he should be liable for the removal of those items and also disputed the amount being charged. Ms McTaggart stated that if there had been items left by the previous tenant, Mr McQuarrie had not raised this as an issue with her. She stated that a full van load of material was taken from the property and required 2 men to carry out the job. She referred to the invoice which had been lodged and confirmed the work had been carried out by the applicant.
- 16. Repair oven door:** Mr McQuarrie stated that he had no knowledge of any issue with the oven door and that the oven had been working properly when they had moved out. Ms McTaggart stated that a repair had to be carried out. An invoice from Redom dated 16 January 2023 in the sum of £80 had been submitted.
- 17. Strim and cut grass and tidy garden:** Ms McTaggart sought £150 to cover the work carried out by the applicants for the work in the garden. An invoice from the applicant dated 31 January 2023 in the sum of £150 had been submitted. Ms McTaggart stated that the respondents had lifted patio slabs which required to be reinstated. A general tidy up was also required as the garden was in a bad state. Ms McTaggart stated that it took a lot of effort to get the garden sorted out. She stated that the latest the grass would have been cut would have been February. She stated that she had been able to see the garden during the period when the respondents were living in the property however she had not raised any issues regarding its upkeep during the tenancy period. Mr McQuarrie stated that he had owned a lawn mower and strimmer. He had maintained the garden and also cut the grass of the

downstairs neighbours. He stated that he raised with Mr Disselduff that he would be moving some patio stones. Mr McQuarrie stated that when they had moved out in January there had been snow on the ground for some time. He stated that it would not have been possible to cut the grass at that time and questioned the authenticity of the invoice from the applicants which seemed to show that the work had been carried out prior to 31 January 2023.

18. Cost of tracing: Ms Mc Taggart sought to claim £42 to cover the cost of tracing the respondents' address. Ms McTaggart stated that the respondents had provided a forwarding address and she had email addresses for them at the time she requested the trace. Mr McQuarrie confirmed that a forwarding address had been provided.

Findings in fact

19. Parties entered in a private residential tenancy agreement with a commencement date of 28 April 2021.
20. The respondents moved out of the property on or around 20 December 2022.
21. Monthly rent was £500.
22. The deposit of £400 paid under the tenancy agreement was refunded in full to the respondents from a tenancy deposit scheme after the tenancy agreement ended.
23. The bathroom in the property was affected by mould growth particularly to the bath sealant.
24. The sealant was replaced or repaired by a plumber at least twice during the tenancy period.
25. Mr Disselduff provided the respondents with a dehumidifier due to issues with excess moisture in the property.
26. The respondents accept that they are responsible for damage to the bath panel and have paid for the shower screen to be replaced.
27. The applicants have not shown that the damage to the wet wall was due to the conduct of the respondents.
28. The applicants required to clean the carpet in the property after the respondents moved out at a cost of £120. The carpets had not been left in a reasonable condition.

29. The applicants required to remove items of the respondents' property and personal possessions after the respondents had left the property at an estimated cost of £80.
30. The applicants required to carry out a repair to the cooker in the property at a cost of £80 after the respondents moved out of the property.
31. The respondents maintained the garden in a reasonable condition.
32. The respondents moved out of the property in mid-winter and did not require to cut the grass before they moved out.
33. The respondents made a payment of £1560 to the applicant after the application was submitted in respect of the items for which they accepted liability: Rent arrears – £1,000, Replace shower screen - £160, Replace kitchen door - £240, Repair damage to the walls - £160.
34. The respondents provided the applicant with a forwarding address and email addresses following their moving out of the property.
35. The respondents are not liable under the tenancy agreement for the cost of a tracing report which was not in any event necessary.

Reasons for the decision

36. The evidence before the Tribunal on the disputed issues was the oral evidence of Mr McQuarrie and Ms McTaggart, the copy invoices and email correspondence.
37. Mr McQuarrie was largely straightforward and consistent in his evidence. He accepted from the outset that the respondents were liable for the outstanding rent arrears, replacement shower and kitchen doors and repairs to the wall. His willingness to accept responsibility for certain items lent credibility to his evidence overall.
38. The Tribunal found the Ms McTaggart's conduct in relation to Mr McQuarrie's request for vouching for the outlays on repairs after the tenancy had ended to be unreasonable. Mr McQuarrie had requested copies of the invoices relating to the £2332 sought in his email dated 25 July 2023. Ms McTaggart did not provide the requested invoices and was critical of Mr McQuarrie's request. The Tribunal found it reasonable that the applicant should vouch for the outlays they sought to recover.

39. There were a number of inconsistencies and issues with the invoices that were produced. With the application the applicant had submitted a general invoice from Red Roof Rentals Ltd, a company owned by Ms McTaggart listing various repairs works that totalled £1332. One independent invoice had been submitted with the application in relation to tracing the respondents' address. 7 further invoices were submitted shortly before the hearing on 20 May 2025, 15 months after the respondents had left the property. Prior to that date they had not been exhibited to the respondents.
40. In relation to the work to the wet wall, the Tribunal noted that during the case management discussion, Ms McTaggart had stated that the work had been carried out by a plumber employed by her however, a separate invoice was produced at the hearing from a company called Complete Home Services. The Tribunal had reservations about the authenticity of the invoice due to its format and the fact that it had not been produced at an earlier stage.
41. Mr McQuarrie's evidence on the issue with mould to the bath sealant was consistent. The respondents had set out in their written submission that there was an underlying issue with mould and damp growth in the bathroom which had been investigated by Environmental Health. Ms McTaggart had not been forthcoming with the information that there had investigations relating to dampness in the property and was firmly of the view that the bath had been used to wash animals and that this was the cause of the issue with the sealant. The Tribunal found that the applicant had not demonstrated that the damage to the wet wall had been caused by the respondents conduct and not an underlying issue. The report prepared by the dampness expert who attended the property would have been useful however that was not submitted by the applicant. Mr Disselduff did not attend to provide evidence of his discussion with the respondents relating to the issue. The Tribunal also noted that the photographs submitted by the applicant showing the bathroom before the respondents had moved in had been taken before the previous tenant had occupied the property and therefore did not show the condition of the property immediately before the respondents moved in.
42. The Tribunal determined that the applicant had not demonstrated that they required to carry out works to the garden to the value of £150. The invoice that

had been produced in relation to this item was dated 31 January 2023. The invoice referred to strimming and cutting the grass. The Tribunal did not accept that the garden had been cut back in the middle of winter and the grass cut. The invoice had been prepared by the applicant and did not represent objective evidence to support their submission in respect of the outlay. The Tribunal accepted Mr McQuarrie's evidence that he had maintained that garden in a reasonably tidy fashion and that he had not cut the grass before moving out as there had been snow on the ground.

43. The Tribunal determined that the respondents were not liable to cover the cost of a tracing agent. Ms McTaggart did not dispute that the respondents had provided a forwarding address and that she had their email addresses. It was not clear why she had instructed tracing agents but in any event there is no legal or factual basis to find the respondent liable to cover the cost.
44. Based on the photographic evidence that had been submitted and Mr McQuarrie's submission the Tribunal was satisfied that the respondents had left a number of their personal possessions in the property which required to be disposed of by the applicants. The invoice which had been submitted had been prepared by the applicant and showed an outlay of £120 to cover the cost of removing items including furniture from loft, flat and garden. No photographic or other objective evidence to demonstrate that there had been items in the loft or garden had been submitted. The invoice did not constitute objective evidence. Mr McTaggart and Mr McQuarrie gave different accounts of the contents of the loft. Taking into account the lack of objective evidence relating to removal of items from the loft or garden the Tribunal restricts the amount awarded for disposing of the respondents' personal possessions to £80.
45. The Tribunal was satisfied on the basis of the evidence submitted that after the respondent's moved out the carpets had required to be cleaned at a cost of £120 and that a repair to the cooker required to be carried out at a cost of £80. Independent invoices had been submitted for these items which the Tribunal accepted as genuine.

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

11th June 2025

Date