

Housing and Property Chamber
First-tier Tribunal for Scotland



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/24/1475

Re: Property at 44 Kilpatrick Avenue, Paisley, PA2 9DL (“the Property”)

Parties:

Mr Kenneth Fallon and Mr Declan Fallon, trading as KEP (Kenneth Edward Property), 45 Causeyside Street, Paisley, PA1 1YN (“the Applicant”)

Ms Katie Ann Hoy, 40 Quarry Street, Johnstone, PA5 8DZ (“the Respondent”)

Tribunal Member:

Martin McAllister (Legal Member) (“the tribunal”)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order of payment be made requiring the Respondent to pay the sum of TWO THOUSAND SEVEN HUNDRED AND SIXTY SEVEN POUNDS and 25 pence (£2767.25) to the Applicant.

Background

1. This is an application for payment of £2907.25 in respect of cleaning, repairs and renewals to the Property following upon termination of the tenancy.
2. The application is dated 25 April 2024 and was accepted for determination on 3 June 2024.
3. Intimation of details of a case management decision to be held on 2 June 2025 was given to parties.
4. On 13 June 2025, the Respondent emailed the Tribunal and stated that she could not participate in the case management discussion because she would be six months pregnant on 2 July 2025.

5. It was explained to the Respondent that the case management discussion would be conducted by teleconferencing and that it was open to the Respondent to have someone represent her or for her to submit written representations.

The case management discussion on 2 July 2025

6. A case management discussion was held by teleconference on 2 July 2025. Mr Kenneth Fallon and Mr Declan Fallon were in attendance.
7. Mr Declan Farrell explained that he and Mr Kenneth Fallon comprise a partnership and trade as KEP. He said that the tenancy agreement was granted by Mr Kenneth Fallon.
8. There was no appearance by the Respondent and the tribunal was satisfied that intimation of the arrangements for the case management discussion had been intimated to her.
9. The tribunal determined that the case management discussion should proceed in the absence of the Respondent.
10. Mr Declan Fallon (hereinafter referred to as "Mr Fallon") referred the tribunal to the schedule which had been submitted with the application and which detailed the funds expended by the Applicant following the termination of the tenancy.
11. Mr Fallon said the tenancy commenced on 21 August 2024 and he referred the tribunal to the schedule of condition of the Property which had been prepared on that date. This included photographs and reflected the condition of the Property at the commencement of the tenancy.
12. Mr Fallon said that unsuccessful attempts had been made to inspect the Property prior to the termination of the tenancy. He said that, when the Property was recovered on 7 January 2024, it was discovered that it was dirty, things were broken and it contained a considerable amount of rubbish.
13. Mr Fallon referred the tribunal to the Whatsapp exchanges with the Respondent which had been submitted. He said that the Respondent did not accept any responsibility for the repairs required to the Property, its cleaning or renewal of items necessitated because of damage caused during the tenancy of the Respondent.
14. Mr Fallon said that there were certain contractual obligations contained in the private residential tenancy agreement which had been breached by the Respondent. Mr Fallon said that, in terms of clause 35 of the tenancy agreement, the Respondent agreed to be bound by certain conditions relating to the cooker and the washing machine.
15. Mr Fallon referred the tribunal to the specific terms of the tenancy agreement:

Cooker:- to clean the oven(s) and cooker top /hob before the end of the tenancy. If the oven has not been cleaned to the condition shown in the schedule of condition there will be a £110 charge. If the cooker top/hob has not been left clean to the condition shown in the schedule of condition there will be a £30 charge.

Washing Machine:- to be regularly cleaned and descaled, including soap dispenser drawer. If the washing machine has not been cleaned to the condition shown in the schedule of condition, there will be a £30 charge.

16. Mr Fallon referred to the schedule of condition dated 21 August 2024 and to the photographs of the oven and washing machine taken after the termination of the tenancy. He said that both needed intensive cleaning and that, in terms of the tenancy agreement, the Respondent was liable to pay £140.
17. Mr Fallon said that the hob was dirty but that no charge was being made for its condition because it had to be replaced as it was not working when the Applicant recovered the Property at the termination of the tenancy.
18. Mr Fallon said that a cleaner was employed to carry out intensive cleaning of the Property and that the cost of this was £140. He said that the cleaner was paid "cash in hand" and that no vouching of the cost had been submitted to the Tribunal.
19. Mr Fallon detailed the repairs and renewals which had to be carried out and referred to the supporting receipts which had been submitted:
 - 19.1 Removal and replacement of mirror wardrobe doors £ 915. Mr Fallon said that the doors were damaged, were off the runners and had to be replaced.
 - 19.2 Painting £544.98. Mr Fallon said that paintwork was damaged and that walls and doors had to be painted. He referred to the schedule of condition and photographs and said that the condition of the paintwork was worse than would be expected from fair wear.
 - 19.3 Carpet and flooring £835. Mr Fallon said that laminate and carpets had to be replaced because of their condition. He said that damage had been caused by pet urine.
 - 19.4 Broken hob £110. Mr Fallon said that the hob was not working and that the cost of repair would have been over £100. He said that it had been sensible to replace at a cost of £110.
 - 19.5 Replacement of fridge drawers. Mr Fallon referred to the schedule of condition and photographs and said that two drawers required to be replaced at a cost of £202.29.
 - 19.6 Mr Fallon referred to the photographs which had been submitted and which showed a considerable amount of rubbish contained in plastic bags. He said that he and his partner had removed them and that they are seeking reimbursement of fuel costs at the rate of 45 pence per mile. He said that this amounts to £19.98

20. Mr Fallon invited the tribunal to determine the matter without a Hearing and to issue an order for payment.

21. Findings in Fact

- (i) The Applicant and the Respondent entered into a private residential tenancy agreement in respect of the Property on 14 August 2020.
- (ii) The tenancy commenced on 21 August 2020.
- (iii) The monthly rent due under the tenancy agreement was £475.
- (iv) No tenancy deposit was paid by the Respondent.
- (v) The tenancy terminated on 7 January 2024.
- (vi) The Respondent was contractually bound to clean the oven and the washing machine prior to termination of the tenancy and did not do so.
- (vii) Mirrored wardrobe doors required to be replaced as a consequence of damage caused during the tenancy and the cost was £915.
- (viii) Paintwork in the Property required to be painted as a consequence of damage caused during the tenancy. The cost was £544.98.
- (ix) Flooring and carpeting required to be replaced as a consequence of damage caused during the tenancy. The cost was £835.
- (x) The hob was not functioning at the date of the termination of the tenancy and required to be replaced at a cost of £ 110.
- (xi) Fridge doors required to be replaced at a cost of £202.29 as a consequence of damage caused during the tenancy.
- (xii) Rubbish left in the Property by the Respondent required to be removed at a cost of £19.98.

22. Documents before Tribunal

- (i) Private residential tenancy agreement dated 14 August 2020.
- (ii) Whatsapp communications between the parties.
- (iii) Schedule of condition dated 21 August 2020.
- (iv) Various photographs of the Property, its appliances and fixtures and fittings.
- (v) Receipts from contractors and suppliers.

Reasons for Decision

23. The tribunal was satisfied that there was no further evidence on the application which was required before it made its determination and it therefore saw no reason to fix a Hearing.

24. The Respondent had chosen not to engage with the Tribunal process.

25. The tribunal was satisfied from the photographs submitted that the oven and washing machine were not cleaned at the termination of the tenancy and that the Respondent was therefore in breach of the terms of the private residential tenancy agreement and required to pay £140 to the Applicant.

26. The tribunal was satisfied from the schedule of condition of the property, photographs submitted by the Applicant and receipts from contractors and suppliers that the Respondent is liable to pay the following: £915 for replacement of mirror wardrobes, £544.98 for painting, £835 for flooring, £110 for replacement of the hob, £202.29 for replacement of fridge drawers and £19.98 for removal of rubbish.

27. The tribunal did not consider that it had sufficient vouching of the cleaning costs of £140 and made no award in respect of this.

Decision

28. The tribunal determined that the application be granted and that an order of payment be made in the sum of £2767.25.

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.

M. McAllister

Legal Member of the First-tier Tribunal for Scotland

Date: 2 July 2025