



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section under Section 71 (1) of the Private Housing (Tenancies) (Scotland) Act 2016 and Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”).

Chamber Ref: FTS/HPC/CV/24/3821

Re: Property at 1 Hartrigge Road, Jedburgh, TD8 6HF (“the Property”)

Parties:

Mr Peter Edmondson and Mrs Victoria Edmondson, trading as Friendly Cottages, Cavers Mains Farm, Hawick, TD9 8LN (“the Applicant”)

Ms Mieke Brakeboer, Flat 1, Doonbye, 1 Chapel Park, Cuminstown, Turriff, AB53 5HZ (“the Respondent”)

Tribunal Members:

Martin McAllister (Legal Member) and Ann Moore (Ordinary Member) (“the tribunal”)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) determined that an order of payment be made requiring the Respondent to pay the sum of FOUR HUNDRED and FIFTY POUNDS (£450) to the Applicants.

Background

1. This is an application for payment which relates to cleaning and gardening works carried out by the Applicants following upon the termination of the tenancy. The application is dated 1 August 2024.

Submitted with the application was:

- (i) Copy of the private residential tenancy agreement for the Property dated 16 March 2021.

- (ii) Various photographs.
 - (iii) Various copy invoices.
 - (iv) Various emails between the parties.
2. A case management discussion was held on 26 March 2025 at which the Applicants conceded that, notwithstanding the costs expended by them for cleaning and gardening work, they were restricting their claim to £600.
 3. At the case management discussion, the Respondent said that she had previously offered to pay £135 to settle the matter and made a payment of £45 as an instalment of this. She said that she no longer considered that she had liability to pay anything.

Hearing

4. A Hearing was conducted by video conference on 4 July 2025. The Applicants and the Respondent participated. All gave evidence. The Respondent was supported by her daughter Ms Ulysse Lub, who also gave evidence.
5. Prior to the Hearing, the Applicants made written representations and submitted two schedules of photographs.

Submissions

6. Mr Edmondson said that the Respondent had received a property which was pristine and had not returned it in the same condition. He said that the Respondent had not met all the conditions of the tenancy agreement and that, as a consequence, the Applicants had sustained significant costs.
7. Mr Edmondson said that some costs had been mitigated and that it was accepted that certain costs would have been as a result of fair wear and tear and that he was not looking for reimbursement of these.
8. Mr Edmondson said that money had to be spent on deep cleaning the Property and that the return of the tenancy deposit was insufficient to pay for the costs of cleaning and gardening.
9. Mr Edmondson said that he and his wife were sorry that the Respondent had been unwell and that she had done her best but that it was not appropriate for a landlord to bear the costs arising from failures of a tenant.
10. Mr Edmondson submitted that it would be reasonable for a payment order of £600 to be made in favour of the Applicants and that instalment payments would be acceptable.

11. Ms Broebaker said that she accepted that some cleaning of the Property would have been necessary but that what was being claimed was excessive. She said that she had been so ill that she could not do the cleaning.
12. Ms Broebaker said that the garden had been difficult to maintain but that her obligation only extended to the front garden.
13. Ms Broebaker submitted that the tenancy deposit and the sum of £45 which she had paid would have been sufficient to pay for any cleaning and gardening which was required.

14. Findings in Fact

- (i) The Applicants and the Respondent entered into a private residential tenancy agreement in respect of the Property on 16 March 2021.
- (ii) The tenancy commenced on 1 April 2021.
- (iii) The monthly rent due under the private residential tenancy was £650.
- (iv) £650 was paid as a tenancy deposit by the Respondent.
- (v) The tenancy was terminated on 1 December 2023.
- (vi) In terms of the private residential tenancy agreement, the Respondent was required to take reasonable care of the Property and to keep tidy the front garden of the Property, keep it free from weeds and cut the grass regularly.
- (vii) On the termination of the tenancy, the front garden was not tidy, was not free of weeds and the grass was at an unacceptable length.
- (viii) On the termination of the tenancy, the internal parts of the Property were not clean, the carpets had imbedded pet hair and the oven and sanitary fixtures were not in an acceptable condition of cleanliness.
- (ix) On termination of the tenancy, the Applicants paid £790 for gardening work at the Property.
- (x) On termination of the tenancy, the Applicants paid £765 for cleaning work at the Property, including cleaning of the oven and the carpets.
- (xi) The tenancy deposit of £650 was paid to the Applicants as part payment for the cleaning and gardening work carried out at the Property after the Respondent had vacated it.

Determination

15. The tribunal considered it fair and reasonable that the Respondent pay the sum of £450 to the Applicants.

Reasons

16. Mr Edmondson set out the history of the tenancy. He said that the tenancy had gone well and that there had been no significant issues with the Respondent during it.

17. He said that the Respondent had given notice that she wanted to terminate the tenancy and that the date was 1 December 2023. He said that, on that date, he had attended the Property. He said that he noticed that the garden was in poor condition and had not been attended to properly. He said that he had told the Respondent that there would be “reparations” because of this. He said that the internal parts of the Property seemed, at first glance, to be “superficially clean.”
18. Mr Edmondson said that, upon taking possession of the Property, the Applicants became aware of issues. He referred to photographs which he submitted which showed the condition of the Property at the commencement of the tenancy and at its termination. He said that there had been a significant deterioration. Mr Edmondson said that a schedule of photographs had been prepared at the outset of the tenancy which constituted a record of its condition and he said that this was made available to the Respondent who accepted this as an accurate record.
19. Mr Edmondson said that the Applicants had consented to the Respondent keeping up to three cats in the Property and had installed a cat flap to facilitate this. He said that, upon the Respondent’s departure from the Property, there was ingrained cat hair on the carpets which required to be professionally cleaned.
20. Mr Edmondson said that the oven was dirty at the date of the tenancy’s termination and that it had to be professionally cleaned. He said that the shower was filthy, had not been cleaned and contained a quantity of human hair. He referred to photographs which he had submitted.
21. Mr Edmondson said that the flooring in the bathroom and elsewhere was not in good condition at the end of the tenancy but that he was not seeking to recover costs in respect of the remedial work which had to be carried out.
22. Mr Edmondson said that he employed a trusted contractor to deal with the internal cleaning and that he was quoted a price of £765 which he paid on completion of the work. He said that his understanding was that the contractor had sub contracted the oven and carpet cleaning. Mr Edmondson referred to the quote from Dominic Hutchings Property Maintenance dated 26 December 2023 and the invoice dated 14 January 2024.
23. Mr Edmondson said that the Respondent got a “pristine” property at the commencement of the tenancy and that it was not in that condition when the Applicants took possession of it on 1 December 2023. He said that it required extensive cleaning. Mr Edmondson said that the Applicants paid around £3000 to bring the Property and its garden up to an acceptable standard and ready for the next tenant but had not passed on all the costs because they accepted that some were as a result of wear and tear. He said that the costs which the Applicants are seeking to recover are in respect of costs incurred not as a result of wear and tear.

24. Ms Brakeboer said that she accepted that the Property could have been cleaner when she left it. She said that, at the time, she had been very unwell and had been unable to do as much work as she would have liked. She said that she could not afford to pay for professional cleaners.
25. Ms Brakeboer said that, in some respects, the photographs submitted by the Applicants did not accurately reflect the position. She said that, for example, the kitchen cupboards were in the same condition at the end of the tenancy that they were at its start.
26. Ms Brakeboer conceded that the carpets had ingrained cat hair. She said that she found them difficult to clean. Ms Brakeboer said that she and her daughter did her best to keep the oven clean. She said that there were issues of condensation in the Property which affected the hinges of the kitchen cupboards.
27. Ms Lub said that she had stayed in the Property from April 2022 to September 2023. She said that the Applicants were good and responsive landlords.
28. Ms Lub said that she agreed with the evidence of her mother. She said that, whilst she accepted that it seemed that cleaning work required to be done, she did not agree that it would have amounted to what had been charged.
29. Mr Edmondson referred to clause 37 of the private residential tenancy agreement:
- “The tenant must keep the front garden tidy at all times and this includes keeping it free of weeds and cutting the grass regularly.”*
30. Mr Edmondson referred to the quote from Dominic Hutchings Property Maintenance dated 26 December 2023 and the invoice dated 25 February 2024. He said that he paid the sum of £790 to the contractor for the work which was carried out to the garden of the Property.
31. The quotation from Dominic Hutchings Property Maintenance referred to works at the front, rear and side of the Property.
32. Mr Edmondson referred to “before and after” photographs of the garden which he had submitted. He said that it did not look that the Respondent had done any work in the garden during the tenancy. He said that he had submitted photographs of the front, rear and side garden area to demonstrate the poor care which had been taken of the Property.
33. Mr Edmondson said that, because of illness, he had not carried out formalised annual inspections of the Property. He said that reliance was put on Mr Hutchings who inspected on behalf of the Applicants and who also periodically attended the Property to carry out repairs as requested by the Respondent. He said that, on occasions, Mr Hutchings had spoken to the Respondent about the

poor state of the garden. Mr Edmondson conceded that no formal notification had been sent to the Respondent requiring her to attend to the garden.

34. Ms Broebaker said that she thought the grass had last been cut by her in September 2023 but that, with all the rain, it would have grown to the length which was apparent in the photographs submitted by the Applicants.
35. Ms Broebaker said that the private residential tenancy agreement required her to keep only the front garden tidy and cutting its grass and weeding the flower beds. She disputed that Mr Hutchings had ever told her to improve the level of attention she was giving the garden. Ms Broebaker said that, occasionally, they would have a conversation about gardening in general and how much he loved it.
36. Ms Lub said that the gardens were a lot to maintain and that she did not consider it fair that it should have been the responsibility of a tenant. She said that, when she stayed in the Property, she had weeded. Ms Lub said that the grass was difficult to cut because of moss.
37. Mr Edmondson said that the total sum paid to Dominic Hutchings Property Maintenance was £1555. He said that £650 was recovered from the tenancy deposit scheme and that the Respondent also made a payment of £45. He said that the balance to the Applicants was £860. He confirmed that he was restricting what he was looking for to £600 because “there are grey areas open to interpretation.”

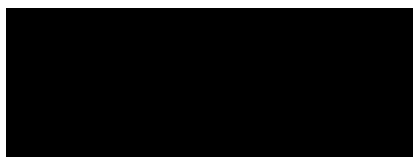
Discussion

38. The issues are focused. The Applicants consider that they should be reimbursed for costs expended by them in relation to cleaning of the Property and what they had to spend on the garden to bring it up to a reasonable standard after the tenancy had been terminated.
39. In relation to cleaning, the Respondent's position is that she could have done more to clean the Property but was prevented doing so because of illness and that she could not afford to employ a professional cleaner. She said that she had difficulty cleaning the carpets of the ingrained cat hair.
40. Ms Broebaker said that she considered the costs being claimed for cleaning and gardening to be excessive
41. The tribunal accepted the evidence of the Applicants in relation to the condition of the internal parts, appliances and fittings in the Property. Comparison of the photographs at the commencement and termination of the tenancy was compelling evidence that the Applicants would have had to carry out works to bring the Property to an acceptable standard.

42. The contractual obligation of the Respondent was to keep the front garden tidy at all times, keep it free of weeds and to cut the grass regularly. The tribunal accepted the evidence of the Applicants in relation to the condition of the front garden. The Respondent's position, for example, that the grass could have grown in the way she said it did from September to December 2023 was not credible. The photographs did not support this contention.
43. The tribunal noted that the quotation for gardening work was not only in respect of the front garden but also of that at the rear and side of the Property. It did not consider that it was equitable that the Respondent should be responsible for costs relating to the rear and side garden area.
44. The tribunal noted that the Applicants had conceded that they were not seeking payment in respect of all works undertaken by them and that, in respect of the works undertaken by Dominic Hutchings Property Maintenance, they were accepting responsibility for £260. Taking all matters into account, and the issue with maintenance of the side and rear garden area, the tribunal determined that it would be reasonable to make a payment order for £450.

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.



Martin McAllister
Legal Member

04 July 2025