



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 and Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017

Chamber Ref: FTS/HPC/CV/24/3782

Re: Property at 11 Kingsgate, Stonehaven, AB39 2FL (“the Property”)

Parties:

Mrs Patricia Dowell, 11 Kingsgate, Stonehaven, AB39 2LF (“the Applicant”)

Mrs Jacqueline Gunn, Flat 6, Carlton House, Arduthie Road, Stonehaven, AB39 2QU (“the Respondent”)

Tribunal Members:

Martin McAllister (Legal Member)

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 THREE HUNDRED AND EIGHTEEN POUNDS 59 PENCE (£2318.59) to the Applicant.

Background

1. On 30 September 2024, the Applicant submitted an application to the First-tier Tribunal for Scotland seeking an order of payment.
2. On 18 December 2024, the application was accepted for determination by the Tribunal.
3. A case management discussion was held by teleconference on 10 June 2025.

The case management discussion

4. The Applicant was present.
5. The Respondent was not present and the tribunal noted that the arrangements for the case management discussion had been intimated to her by Sheriff Officer on 26 March 2025.
6. The Applicant advised that, after the tenancy was terminated on 20 July 2024, she had employed tracing agents to find the Respondents' address. She confirmed that this was Flat 6, Carlton House, Arduthie Road, Stonehaven. The tribunal noted that this was the address where intimation of arrangements for the case management discussion had been served.
7. The Legal Member explained the purpose of a case management discussion.
8. Mrs Dowell said that the Respondent was in arrears with her rent when the tenancy was terminated and she referred to a rent statement which had been submitted with the application and which showed the level of rent arrears on 20 July 2024 to be £1547.59. She confirmed that the Respondent has paid nothing since the tenancy was terminated.
9. Mrs Dowell said that the Property was not in a habitable state when the tenancy ended. She referred to a check out report dated 22 July 2024 which had been prepared by Aberdein Considine, her letting agent. This showed a considerable number of defects and included photographs. Mrs Dowell said that the Property required extensive cleaning, carpet cleaning and that the walls required to be painted. She said that the woodwork also required touching up and that she dealt with this herself.
10. Mrs Dowell referred to an invoice from All in One Property Maintenance for £1620. The invoice was in respect of cleaning, carpet cleaning and painting of the walls. Mrs Dowell said that the condition of the Property at the termination of the tenancy was not as a result of fair wear and tear. She said that she accepted that it would not be fair to seek to recover all the costs from the Respondent and that 80% of the costs would be reasonable. Mrs Dowell said that she was therefore seeking reimbursement to the extent of £1296.
11. Mrs Dowell said that the rent arrears amounted to £1547.59 and the cost of cleaning, painting and carpet cleaning was £1296 (applying a discount of 20% to what she was charged). This totalled £2843.59. Mrs Dowell said that she recovered the tenancy deposit of £525 and that she was therefore seeking the sum of £2318.59.
12. Mrs Dowell invited the tribunal to determine the matter without a Hearing and to issue an order for payment.

13. Findings in Fact

- 13.1 The Applicant and the Respondent entered into a private residential tenancy agreement in respect of the Property.
- 13.2 The tenancy commenced on 11 January 2023.
- 13.3 The tenancy was terminated on 20 July 2024.
- 13.4 The Property was in a poor condition when the Applicant took possession of it after the tenancy was terminated.
- 13.5 The Property required extensive cleaning, carpet cleaning and decoration.
- 13.6 The Respondent was in breach of the obligations contained within the private residential tenancy agreement.
- 13.7 The Applicant spent £1620 in cleaning the carpets, cleaning and decorating.
- 13.8 There were rent arrears of £1547.59 at the termination of the tenancy.
- 13.9 The Applicant recovered the tenancy deposit of £525 which she applied to the sums which she had expended.
- 13.10 There is a balance of £ 2318.59 due by the Respondent to the Applicant.

14. Documents before Tribunal

- (i) Private residential tenancy agreement dated 10 January 2023.
- (ii) Rent statement showing arrears of £1547.59.
- (iii) Copy invoice from All in One Property Maintenance.
- (iv) Check out report prepared by Aberdeen Considine dated 22 July 2024.
- (v) Photographs showing the condition of the Property at the termination of the tenancy.

Reasons for Decision

- 15. The tribunal saw no reason for determination of the application to be continued to a Hearing. Arrangements for the case management discussion had been intimated to the Respondent and she had not attended and had not submitted written representations.
- 16. The tribunal accepted that the rent statement showed arrears of rent amounting to £1547.59.
- 17. The tribunal accepted what the Applicant said about the condition of the Property when she recovered possession of it.
- 18. The tribunal accepted that the Applicant had spent £1620 to have the property cleaned and painted and the carpets cleaned.

19. The tribunal considered it reasonable that the Respondent should be responsible for payment of 80% of the costs paid by the Applicant to All In One Property Maintenance.

20. The tribunal had regard to the terms of the private residential tenancy agreement and, in particular, to clauses 8, 17 and 18. It determined that the Respondent was in breach of her contractual obligations in respect of the tenancy agreement.

21. The tribunal considered the sum claimed by the Applicant to be reasonable and to be vouched by the documents and photographs which had been submitted.

Decision

22. The tribunal determined that the application be granted and that an order of payment be made in the sum of £2,318.59.

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

Martin J. McAllister
Legal Member of the First-tier Tribunal for Scotland
10 June 2025