

Housing and Property Chamber
First-tier Tribunal for Scotland



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014 (the 2014 Act) and Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (the 2017 Rules)

Chamber Ref: FTS/HPC/CV/25/0127

Re: Property at 40 Holmhill Road, Cambuslang, G72 8EL (the Property)

Parties:

Mr Russell Gold, 290 Carlisle Road, Kirkmuirhill, ML11 9RA (the Applicant)

ELT Lettings Limited, Unit 2a, Block 1, Larkhall Industrial Estate, Larkhall, ML9 2PA (the Applicant's Representative)

Mr Grant MacFarlane, present whereabouts unknown (the Respondent)

Tribunal Member:

Ms Susanne Tanner KC (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the tribunal") determined that the Respondent should pay to the Applicant the sum of ONE THOUSAND AND THIRTY THREE POUNDS AND FIFTY SIX PENCE (£1033.56) STERLING; and made an Order for Payment in respect of the said sum

Reasons

Procedural Background

1. On 10 January 2025, the Applicant's Representative made an application to the tribunal seeking a payment order against the Respondent in favour of the Applicant in respect of end of tenancy costs amounting to £1033.56 (the Application).



3. The Applicant's Representative lodged a paper apart providing full details of the claim and a bundle of supporting evidence, including:
 - a. Tenancy agreement
 - b. Proof of ownership
 - c. Permission for representative to act on behalf of Applicant;
 - d. Copy correspondence; and
 - e. Start and end of tenancy inspection reports.
4. On 15 January 2025, the tribunal's administration obtained the Title Sheet for the Property which shows that the Applicant has been the registered proprietor since 24 July 2015.
5. The Application was accepted for determination and a Case Management Discussion (CMD) was fixed for 23 July 2025 at 1000h. The Applicant's Representative was notified of the date, time and joining instructions for the CMD.
6. Following failed service on the Respondent by Sheriff Officers, the Respondent was served by advertisement from 22 April 2025.

Case Management Discussion CMD Teleconference: 23 July 2025 at 1000h

4. Ms Young from the Applicant's Representative, ELT Lettings Limited, attended.
6. The Respondent did not attend. The tribunal clerk confirmed on 23 July 2025 that the Respondent was served by advertisement on the tribunal's website from 22 April until 23 July 2025. The tribunal was satisfied that the requirements of rule 24(1) regarding the giving of notice of a hearing had been duly complied with and proceeded with the Application upon the representations of the party present and all the material before it.
8. Ms Young made submissions in support of each head of claim, with reference to the Application, paper apart and supporting evidence lodged in advance of the CMD.



9. There was a Private Residential Tenancy agreement between the parties in respect of the Property which started on 11 May 2023 and ended on 26 August 2024. The tenancy was originally in two names on a joint and several basis and the joint tenant moved out. A sole tenancy was drawn up by the agents but the Respondent never signed it. The Applicant is pursuing the Respondent for full amount claimed. The Respondent's tenancy lasted for around 15 months.
10. The tenancy deposit was £1100.00. The Applicant claimed the full deposit through the tenancy deposit protection scheme. The Respondent accepted a £500.00 deduction but contested £600.00. An adjudication process was commenced. At the conclusion of the adjudication process the Applicant had the full deposit awarded. This include £228.00 awarded to the Applicant for a lock change, which did not ultimately cost anything as the work was done for no charge. Ms Young explained that the £228.00 has been held on account and deducted from the total costs to reach the sum claimed.
9. **Rent arrears:** There is no claim for rent arrears as it was recovered in full during the adjudication process.
10. **Cleaning:** There is no claim for cleaning as £460.00 was recovered in full during the adjudication process.
11. **Lock change:** there is no claim for lock change but a credit of **£228** is held on account as the landlord was awarded lock change and this was ultimately done for no charge, as above.
12. Ms Young explained that the adjudicator worked through the list of items on the deposit claim until the £1100.00 deposit was exhausted. The adjudicator dealt with rent arrears, cleaning, lock change and the kitchen floor, but awarded only part of the sum for the kitchen floor which was found by the adjudicator as being payable by the Respondent because the £1100.00 had been exhausted. The remaining items were not considered by the adjudicator. The Application includes claims for those items, including the balance of the kitchen floor claim.
13. **Kitchen floor: £62.60 claimed.** At the end of the tenancy there was damage to the kitchen floor which was not present at the start of the tenancy. £82.50 was requested as a portion of that. The adjudicator awarded £19.90 as that was up to the full level of the deposit of £1100.00, as above. The overall cost of replacement was £275.00 plus



VAT. The agent asked for a 25% contribution, to avoid betterment. Ms Young referred to inspection reports/photographs. Photo 4.13.7 taken on 26 August 2024 shows that there are two damaged tiles. They were replaced. There is an invoice for £275.00 plus VAT for the full cost.

11. **Decoration: £580.83 claimed.** The walls were freshly painted when the Respondent moved in and redecoration of some areas was required after the end of the tenancy. There was an invoice provided for redecoration before the tenant moved in and an invoice dated 23 September 2024. There are photographs on the 26 August 2024 inventory. Ms Young stated that taking into consideration wear and tear over the length of the tenancy, the amount claimed was made up as follows: Living room £160.00. Taking into account the residual life span they claimed 68.75% which is £110. Kitchen £175. Adopting the same approach, they claimed 58.33% which is £108.02. of an overall cost of £195. Stairway, taking 58.33%, the amount claimed if £113.75. Front bedroom. The Respondent installed a TV on the wall without permission. Ms Young believes that he should be liable for 100% of filling and sanding holes at a cost of £15. Decoration of that room they would expect to last 60 months. The residual life span was 45 months. They claimed 45% of the cost of £160. They have claimed £120 from the Respondent. Back bedroom. They would expect that to last 60 months. They are looking for 75% of decoration cost. £160 full price, therefore £120 is claimed. Together the redecoration costs amount to £580.83 applying the residuals and percentages stated. Ms Young referred to inspection reports/photographs.
12. **Replacement of living room door £77.50 claimed.** 50% of cost of the replacement door and redecoration is claimed. The total cost was £140 supplied and fitted with decoration of £15, totalling £155. 50% is £77.50. Ms Young referred to inspection reports/photographs. Photograph 3.21 to 3.28 show a hole in the door at the end of the tenancy which could not be repaired. This appears on the invoice from KTM property and joinery maintenance for itemised repairs dated 17 September 2024 (the KTM invoice).
13. **Living room skirting replacement £17.00 claimed.** The Respondent removed a section of beading in the laminate flooring. Photographs showing the difference in condition at start and end of tenancy were referred to. The Applicant is looking for 100% of the total cost of £17.00. Ms Young referred to inspection reports / photographs 3.13.1 to



3.14.5 and the KTM invoice for living room skirting replacement (referred to as beading) was referred to.

14. **Living room radiator cover replacement £80.00 claimed.** It was not damaged at the start of the tenancy and was damaged at the end of the tenancy. It was not new at the start of the tenancy. The Overall cost was £160. The Applicant is seeking 50%. Ms Young referred to inspection reports/photographs 3.11.1 and 3.11.6 and the KTM invoice.
15. **Living room floor replacement £120.00 claimed.** The whole floor was replaced after the end of the tenancy due to damage. It was newly installed by the landlord before the Property was marketed. The start of tenancy inventory stated that the laminate was in good condition, free of stains, marks, chips, no debris. The Respondent agreed. When he moved out it was scratched and the laminate covering had peeled off due to tenant actions. The total cost was £480.00 to renew the laminate in that room. The Applicant is asking for a 25% contribution which is £120.00. Ms Young referred to inspection reports/photographs and the KTM invoice.
16. **Living room blinds cord repair £13.49 claimed.** A replacement cord was required. The cost was £26.99. The Applicant is asking 50% because it was not new at the start of the tenancy. Ms Young referred to inspection reports/photographs and the KTM invoice.
17. **Kitchen door repair £14.00 claimed.** The door was not damaged at the start of the tenancy and was damaged at the end of the tenancy. The overall cost was £28. The Applicant is looking for 50% which is £14.00. Ms Young referred to inspection reports/photographs and the KTM invoice.
18. **Kitchen wall unit repair £45.00 claimed.** The unit housing the boiler was not damaged at the start of the tenancy and was damaged at the end of the tenancy. The Applicant is looking for 100% for the cost of the repair. Overall cost was £45.00. Ms Young referred to inspection reports/photographs and the KTM invoice.
19. **Bathroom radiator repair to missing cap £33.47 claimed.** The Applicant is seeking 100% of the cost from the Respondent, which is £33.47. Ms Young referred to inspection reports/photographs and the KTM invoice.



20. **Bathroom shower screen seal at bottom replacement £16.50 claimed.** It was neglected during the tenancy and was brought up in tenancy reports. When the tenancy ended it was beyond repair. Overall cost was £33.00. Looking 50% as it was not new at the start of the tenancy but it was clean. Ms Young referred to inspection reports/photographs and the KTM invoice.
21. **Bathroom sealant renewed £21.00 claimed.** It was neglected by the Respondent and by the end of the tenancy it was past the point of the repair. It was not new at the start of the tenancy but was clean and white. It was raised at the inspection in June 2024 before he moved out and it was noted that it would be the tenant's responsibility to clean it. The Applicant is looking for 50%. It was £42 including the VAT, which is £21.00. Ms Young referred to inspection reports / photographs and the KTM invoice.
22. **Bathroom sink plug replacement £36.17 claimed.** At the start of the tenancy the plug was present and at the end of the tenancy the plug was missing. It was a modern mechanism. Because it was missing the Applicant is seeking 100% of the cost. It was not reported by the Respondent as something broken or damaged during the tenancy. Ms Young referred to inspection reports/photographs and the KTM invoice.
23. **Replacement of lightbulbs throughout the property £15.00 claimed.** The Applicant arranged for replacement of lightbulbs that were missing or dead at the end of the tenancy. They were all present and working at the start of the tenancy. The Applicant is seeking 100% of the replacement cost. Ms Young referred to inspection reports and the KTM invoice.
24. **Clearance of items which were left in the Property £129.00 claimed.** Clearance was carried out by an external company. There were numerous items left by the Respondent throughout the Property and the garden. The Applicant is seeking 100% of the clearance cost. Ms Young referred to the KTM invoice.
13. **The total of the items claimed in the Application is £1261.56.** From that £228.00 has been deducted to represent the credit of £228.00, discussed above, leaving a balance claimed of **£1033.56.**

Findings-in-Fact

14. The Applicant is the registered proprietor of the Property.



15. There was a Private Residential Tenancy agreement between the parties in respect of the Property which started on 11 May 2023 and ended on 26 August 2024.
16. The tenancy was originally in joint names and following the joint tenant moving out, the Respondent lived in the Property.
17. The tenancy lasted for around 15 months.
18. The tenancy deposit was £1100.00.
19. A start of tenancy inspection was carried out and a report was produced.
20. An end of tenancy inspection as carried out on 26 August 2024 and a report was produced.
21. After the end of tenancy inspection, the Applicant claimed the full deposit from the deposit protection company in respect of rent arrears and end of tenancy repairs and renewals.
22. As part of the deposit protection scheme process, the tenant accepted a £500.00 retention by the landlord but disputed £600.00.
23. Following an adjudication process the Applicant was awarded the full tenancy deposit of £1100.00, in respect of rent arrears of £392.10, cleaning of £460.00, lock change of £228.00 and £19.90 (being a portion of £82.50) for kitchen floor repairs.
24. The adjudicator did not consider the other costs claimed on behalf of the Applicant because £1100.00 was exhausted
25. The lock change was carried out for no charge.
26. As at the end of tenancy on 26 August 2024, the Property, including the garden was not left in an acceptable state by the Respondent, fair wear and tear excepted.
27. There was damage to the kitchen floor at the end of the tenancy which was not present at the start of the tenancy.



12. The Property was freshly decorated prior to the start of the tenancy.
13. At the end of the tenancy, the following areas required redecoration: kitchen, living room, front bedroom and back bedroom.
25. The living room door required to be replaced and redecorated at the end of the tenancy.
26. The living room skirting required beading was present at the start of the tenancy and missing at the end of the tenancy and required to be replaced.
27. The living room radiator cover was not damaged at the start of the tenancy and was damaged at the end of the tenancy and required to be replaced.
28. The living room laminate flooring was newly installed shortly prior to the start of the tenancy and was in good condition, free of stains, marks, chips, with no debris. At the end of the tenancy it was scratched and the laminate covering had peeled off due to tenant action.
29. The living room blinds cord was not damaged at the start of the tenancy and was damaged at the end of the tenancy and required to be replaced.
30. The kitchen door was not damaged at the start of the tenancy and was damaged at the end of the tenancy and required to be repaired.
31. The Kitchen wall unit was not damaged at the start of the tenancy and was damaged at the end of the tenancy and required to be repaired.
32. The bathroom radiator cap was present at the start of the tenancy and was not present at the end of the tenancy and required to be replaced.
33. The bathroom shower screen seal at bottom was present and clean at the start of the tenancy and was beyond repair at the end of the tenancy and required to be replaced.
34. The bathroom sealant was present and clean at the start of the tenancy and was beyond repair at the end of the tenancy and required to be renewed.



- 35. The bathroom sink plug was present and working at the start of the tenancy and was missing at the end of the tenancy and required to be replaced.
- 36. All lightbulbs in the Property were present and operational at the start of the tenancy. A number of lightbulbs in the Property were missing or not operational at the end of the tenancy.
- 28. The Respondent left personal belongings in the Property, including the garden, which required to be cleared.
- 29. The Respondent's present whereabouts are unknown.
- 30. The Respondent has been served by advertisement on the tribunal's website.
- 31. The Respondent has not opposed the Application.

Discussion

- 32. The Application was unopposed by the Respondent, who has been aware of a claim for end of tenancy costs and the amounts claimed since the deposit protection process was commenced following the end of tenancy inspection. He is also aware of the outcome of the adjudicator's decision in that process which was to award the full deposit to the Applicant; and that the £1100.00 was exhausted by the claim for rent arrears, cleaning, lock change and part of the kitchen floor replacement costs, leaving the items now claimed by the Applicant outstanding. The tribunal was satisfied on the evidence produced by the Applicant's Representative that she had established all heads of claim in the Application. For items where the full amount of repair or replacement was claimed, the tribunal was satisfied that that was reasonable on the evidence. For items where a proportion of the total cost was claimed, the tribunal was satisfied that those apportionments were reasonable on the evidence. The tribunal was satisfied that the Respondent owes £1261.56 to the Applicant by way of end of tenancy costs in relation to the condition of the Property. The tribunal took into account that £228.00 was held on account after the adjudication process in respect of



the lock change award, as the work was done for no cost. The tribunal therefore made an Order for Payment of £1033.56, which is the full amount claimed in the Application.

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.

S.Tanner KC

23 July 2025

Legal Member/Chair