



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/25/0857

Re: Property at Flat 2/2, 35 Argyle Street, Paisley, PA1 2ES (“the Property”)

Parties:

Miss Olivia Tsang, 6 Craigievar Street, Glasgow, G33 5DL (“the Applicant”)

Mr David Connelly, 4 Ranfurly Road, Glasgow, G52 2RJ (“the Respondent”)

Tribunal Members:

Mary-Claire Kelly (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of NINE HUNDRED AND EIGHTY-TWO POUNDS AND EIGHTY-NINE PENCE (£982.89)

Background

1. By application dated 25 February 2025 the applicant seeks an order for payment in respect of rent arrears and the cost of making good damage to the property caused by the respondent.
2. The applicant lodged the following documents with the application:
 - Copy tenancy agreement
 - Rent statement
 - Inventory completed at the commencement of the tenancy agreement with photographs

- Inventory completed after the respondent returned the keys with photographs
- Correspondence with Safe Deposits Scotland
- Invoice from Lucid Cleaning Ltd dated 17 October 2024
- Invoice from D&L Chambers (Decorators) Ltd dated 15 October 2024
- Invoice for replacement shower plug trap 18 February 2025

Case management discussion – 6 August 2025- teleconference

3. The applicant was represented by Ms Walton, Property Manager from Western Lettings. The respondent was not present or represented. The Tribunal was satisfied that proper notice of the cmd had been given to the respondent in terms of rule 24.1 and determined to proceed with the cmd in their absence in terms of Rule 29.
4. Ms Walton sought a payment order in the sum of £982.89. She confirmed that that tenancy had commenced on 5 January 2024. The applicant had served a notice to leave on the respondent as a result of rent arrears. The respondent subsequently moved out of the property on 4 October 2024.
5. Ms Walton referred to the rent statement that had been lodged together with the correspondence from Safe Deposit Scotland. The respondent had rent arrears amounting to £851.78 at the date the tenancy terminated. A deposit of £800 had been paid at the commencement of the tenancy. The deposit had been lodged with Safe Deposit Scotland. The deposit had been paid to the applicant at the end of the tenancy and applied to the rent arrears. This left the sum of £51.78 due for rent arrears.
6. Ms Walton referred to both inventories and the photographic evidence submitted which showed that the property had been left in a poor state of cleanliness. The photographs also showed that the damage to the paint work went beyond fair wear and tear. Invoices lodged for cleaning and redecoration were evidence that these outlays were incurred shortly after the respondent moved out of the property.
7. Ms Walton confirmed that the invoice for £81.11 was paid to cover the cost of a replacement plug trap in the shower as the respondent had removed the previous plug.

Findings in fact

8. Parties entered in a tenancy agreement with a commencement date of 4 January 2024.
9. Monthly rent due in terms of the agreement was £600.
10. A deposit of £800 was paid by the respondent prior to the commencement of the tenancy.
11. The tenancy deposit was lodged with Safe Deposits Scotland. The tenancy deposit was refunded to the applicant after the tenancy terminated.
12. The tenancy ended on 4 October 2024.
13. Rent arrears as at 4 October 2024 amounted to £851.78
14. The property was clean and in good condition at the date the tenancy commenced.
15. In terms of the tenancy agreement the respondent agreed to maintain the property in good tenantable order.
16. The respondent failed to maintain the property in a reasonable state of cleanliness. As a result the applicants required to instruct cleaners to carry out a deep clean of the property upon his removal at a cost of £270.
17. The respondent damaged the paintwork within the property. The damage went beyond what would be expected as a result of reasonable fair wear and tear.
18. The cost of repairing the damage to the walls in the property was £580.
19. The respondent removed the plug in the shower. The cost of replacing the plug trap was £81.11.

Reasons for the decision

20. The Tribunal had regard to the application and the documents and invoices lodged by the applicant. The Tribunal also took into account oral submissions at the cmd. The Tribunal had no reason to doubt the accuracy and validity of the documents provided which demonstrated the condition of the property at the start and end of the tenancy, vouched the level of arrears and the costs of works carried out after the respondent vacated the property.
21. The Tribunal gave particular weight to the fact that the respondent had not lodged any defence to the application or disputed the sum sought in any way.

22. The Tribunal was satisfied that the rent arrears at the property amounted to £851.78 as at the date of the cmd.
23. The Tribunal was satisfied that vouching had been provided in respect of the works carried out and detailed in the application. The Tribunal was satisfied that the damage to the property went beyond what would reasonably be expected as a result of fair wear and tear. The Tribunal was satisfied that after deduction of the deposit of £800, the amount due to repair the damage and cover the outstanding rent arrears caused amounted to £982.89

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/Chair

6 August 2025_____
Date