

**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/24/3281

Re: Property at 7F Roxburgh Way, Greenock, PA15 4LN ("the Property")

Parties:

Miss Hayley Slater, 65, Killochend Drive, Greenock, PA15 4EW ("the Applicant")

Miss Heather Burnside, 63 Bow Road, Greenock, PA16 7DY ("the Respondent")

Tribunal Members:

Gillian Buchanan (Legal Member) and Gerard Darroch (Ordinary Member)

Decision

- 1.1 At the Hearing, which took place by telephone conference on 21 August 2025, the Applicant was in attendance. The Respondent was not in attendance but was represented by her partner, Mr Ben Stevenson.
- 1.2 Prior to the Hearing the Applicant had sent two emails to the Tribunal dated 11 August 2025.

Background

- 2.1 A CMD had previously taken place on 27 March 2025. That CMD was adjourned to the Hearing to allow disputed issues identified between the parties to be determined by the Tribunal.
- 2.2 The Notes of the CMD record the issues to be resolved between the parties as:-
 - i. In the kitchen – at the termination of the PRT, were the walls and skirting boards stained and, if so, is the Respondent liable for the cost of redecoration or are any marks attributable to general wear and tear? Did the Applicant give oral permission to the Respondent to paint the kitchen walls? If remedial works are required to what extent are the costs claimed reasonable and is the Respondent liable therefore?
 - ii. Tap - At the end of the PRT was the kitchen tap broken and is the Respondent liable for the cost of repair? If the Respondent is liable is the cost of repair reasonable?
 - iii. Smoke Alarms - Is the Respondent liable for the cost of replacing the smoke alarms in the living room and hallway and, if so, are the costs claimed therefore reasonable?

- iv. Letterbox - Is the Respondent liable for the cost of replacing the letterbox in the entrance door and, if so, are the costs claimed therefore reasonable?
- v. Kitchen unit - Is the Respondent liable for the cost of removing the unit in the kitchen and, if so, are the costs claimed therefore reasonable?
- vi. Bathroom wet wall - Is the wet wall in the bathroom damaged and, if so, is Respondent liable for the cost of repair and are the costs claimed therefore reasonable?
- vii. Bath - Is the Respondent liable for the cost of resurfacing the bath and, if so, are the costs claimed therefore reasonable?

The Hearing

- 3.1 The issues between the parties remained unresolved and therefore the Hearing required to proceed.
- 3.2 The Applicant intimated she intended to call Ms Muriel Hall of Neill Clerk Estate Agents as a witness. Mr Stevenson intimated there were no witnesses for the Respondent.
- 3.3 With regard to additional documents, the Applicant had lodged additional productions by email dated 11 August 2025. Mr Stevenson confirmed the Respondent had lodged no additional documents.
- 3.4 The Tribunal therefore proceeded to hear evidence from the parties on the issues to be resolved.

Evidence of Ms Muriel Hall

- 4.1 Ms Hall stated that she attended the Property prior to the Respondent moving in and again after the tenancy ended. No Inventories of Condition were prepared as the Applicant was a "Tenant Find" only client with no management of the tenancy which would have been an additional cost.
- 4.2 Ms Hall said she could not check the precise date she attended at the Property at the start of the tenancy due to a new system in her office but it would have been the day before and she attended with a colleague. The inspection carried out consisted of a check of the smoke alarms and a visual inspection to be satisfied that the tenancy agreement is ok to be signed. She found nothing of concern. The Property had been rented out previously on the same basis.
- 4.3 Ms Hall could not confirm or deny if the silver coloured kitchen unit was in the Property at the time of her inspection 6 years ago. She said there was no unit there when the previous tenant left.
- 4.4 With regard to the staining of the bath, Ms Hall stated that she did not remember there being any such staining at the outset of the tenancy. Had that not been the case she would have highlighted position. Again, had there been marks on the wetwall of the shower she would have highlighted those. The letterbox was intact or, again, she would have highlighted the position. The smoke alarms were intact and were tested by Ms Hall which was the primary reason for the inspection being undertaken. The wallpaper in the kitchen looked quite new and had sparkles on it. Had there been any damage to the worktops Ms Hall would have emailed the Applicant. Ms Hall said she did not remember any damage to the kitchen tap.
- 4.5 At the end of the tenancy Ms Hall stated that she and a colleague attended the Property after the keys had been returned. There was damage to the letterbox which was no longer attached to the door. The smoke alarms had been removed and there was staining in the bath which she highlighted to the Applicant as well as what appeared to be a burn on the wetwall. Ms Hall also highlighted to the Applicant staining of the wallpaper in the kitchen, a burn in the worktop and the broken kitchen tap.

- 4.6 Ms Hall said she did not consider the kitchen damage to be wear and tear. She considered the damage had been caused by the Respondent and, had she been managing the Property, would have obtained quotes for these items to be dealt with advising the outgoing tenant that they would require to bear that cost.
- 4.7 She regarded the broken tap as having been caused by negligence and the repair should have been reported.
- 4.8 The smoke alarms were battery operated and interlinked and whilst the casings remained on the ceilings the body of each alarm had been removed and could not be found within the Property.
- 4.9 With regard to the cause of the damage to the wetwall in the shower, Ms Hall and her colleague concluded that it was a burn but conceded it could have been caused by the wrong products being used. She also thought the staining to the bath may have been caused by using the wrong products. She said that guidance would not normally be issued on cleaning and that common sense should be used.
- 4.10 With regard to the staining on the wallpaper this could be seen on the left-hand side on entering the kitchen. She said the staining looked like something had been spilt over it and not wiped down. The rest of the wallpaper was ok. She said the staining was not near a cooking surface and that there may have been a bin in front of the staining.
- 4.11 The silver coloured unit was present at the exit inspection and was reported to the Applicant.
- 4.12 Ms Hall stated that she is 52 years of age and is a Leasing Manager. She has been in the employment of Neil Clark Estate Agents for 10 years. She looks after around 320 properties.
- 4.13 Mr Stevenson asked no questions in cross-examination.
- 4.14 Under questioning from the Tribunal, Ms Hall stated that the bath looked to be enamel. With regard to the staining on kitchen walls she said that it looked like the bin had been moved from one wall to another and debris had caused the staining when using the bin.

Evidence of Applicant

- 5.1 The Applicant stated that in the kitchen at the outset of the tenancy the wallpaper was fresh and new and the skirting boards were white. At the end of the tenancy the wallpaper on two walls had received a coat of white paint which was not well done and the skirting boards were stained and not clean. There were also marks on the walls and the condition was far from that at the start of the tenancy. The Applicant said that she had a cleaner clean the Property after the previous tenant and the kitchen and bathroom were newly fitted around 2 years previously.
- 5.2 The Applicant previously inspected the Property. A new tap was fitted in October 2020 and a new fridge freezer was installed in November 2020. A new washing machine was installed in May 2021 and that was the last time the Applicant visited the Property during the Respondents tenancy. At that point the Property was in lovely condition. Locks were changed in November 2022 and her partner and father attended to that. The Applicant stated that the Respondent was living in the Property alone at that time.
- 5.3 The Applicant did not know when the Respondent's partner and dog moved into the Property. This information was provided by a neighbour.
- 5.4 The Applicant said she had never spoken to the Respondent. All communications were by text message and she would not have agreed to the kitchen walls being painted.
- 5.5 The Applicant stated that the paintwork required had still not been done as she did not have the extra funds to cover that cost.

- 5.6 The Applicant confirmed that a tenant is presently in occupation of the Property. The tenant moved in last year. Another tenant took occupation after the Respondent moved out. That tenancy was a short one on the basis that work would be done to the Property but as the Applicant did not do that work the tenant moved out.
- 5.7 With regard to the damage to the kitchen walls, throughout the walls were discoloured and not white and clean. The decorator said the staining could be tobacco damage. The Tribunal asked whether the quote for the paintwork included the application of a stain block. The Applicant said that had not been mentioned and that the walls just needed stripped and put back to the way they were previously.
- 5.8 With regard to the kitchen tap, it was completely loose and water was coming out from where the tap connected to the sink. The Applicant had previously been notified of an issue with the tap in 2020 and had she been notified of any further issue with the tap she would have arranged to have someone attend. She was not notified and ultimately the tap needed replaced. The tap is a mixer style tap. The repair was carried out at a cost of £90.
- 5.9 With regard to the smoke alarms these are located in the living room and hall. The casings remained in situ but the body of the alarms were not there. Had they been within the Property they could have been reattached. The alarms were interlinked and battery operated. The alarms were replaced entirely at a cost of £120. The Applicant said she checked the Property to make sure the missing parts of the alarms had not been left behind. They were not there.
- 5.10 With regard to the letter box the missing internal metal flap had been replaced at a cost of £30. The flap was not there to be refitted when the Property was recovered.
- 5.11 The Applicant took the photographs lodged including the silver unit in the kitchen. She said the unit was not there at the start of the tenancy and shouldn't have been there at the end. She said that she had a video walking through the Property at the outset of the tenancy and the unit was not there. The video was taken the day before the Respondent moved in. The Applicant said she could not fit the unit into her car to take it away and therefore had to incur the cost of removal by van which was £40.
- 5.12 With regard to the wet wall in the shower, the Applicant said it had been burned as normal cleaning products will not cause such damage. She said some chemical had been applied. No repair has yet been carried out. The quotation for the repair of the damage covers replacing that section of wetwall at a cost of £60. She said the damage was not compatible with normal wear and tear.
- 5.13 The Applicant believed the bath to be made of enamel. The bath had previously been replaced with the rest of the bathroom around 2 years ago. No works have yet been done to remove the staining from the bath. The staining is across the bottom of the bath. The repair cost is £465. The Applicant said she had tried everything to get the staining off the bath without success. She thought the cause might be hair dye. She is not sure of what a contractor will do to carry out the repair. She had considered replacing the bath but that would also involve the removal of the wetwall.
- 5.14 The Applicant confirmed the Respondent's deposit had been repaid in full.
- 5.15 Mr Stevenson had no questions for the Applicant in cross examination.

Evidence for Respondent

- 6.1 In the absence of the Respondent, Mr Stevenson confirmed that he is the Respondent's partner. He has known the Respondent for five years and their relationship has been more serious for the last three years. Mr Stevenson confirmed having lived with the Respondent at the Property. He moved in around the start of 2023 and left with her at the end of that year.

- 6.2 Mr Stevenson confirmed that he could not personally give evidence as to the condition of the Property at the outset of the tenancy.
- 6.3 Mr Stevenson narrated that initially the previous tenant will still in occupation of the Property when the Respondent was due to move in and the Property was not in good condition. The Respondent required to hand the keys back and another date was found for her to move in. Mr Stevenson confirmed that the Applicant did ultimately get the Property tidied for the Respondent moving in.
- 6.4 With regard to the condition of the kitchen at the outset of the tenancy Mr Stevenson said the Respondent did not notice any issues. He said it was hard to notice issues that others might see.
- 6.5 He said the bin was kept in those areas where the kitchen walls were stained and therefore use of the bin could be the cause of the marks. He said the kitchen was cleaned at the end of the tenancy and the Respondent and Mr Stevenson did not notice any damage or staining. He accepted that the photographs taken by the Applicant and produced to the Tribunal were representative of the condition of the Property when they moved out.
- 6.6 With regard to the wallpaper in the kitchen being painted over, Mr Stevenson accepted that there was no record of any agreement between the parties about the painting and could not therefore argue that the walls required to be stripped and repainted. Mr Stevenson said the skirting boards suffered only wear and tear and redecoration was not needed. He said the quotation for paintwork in the sum of £410 seemed too much.
- 6.7 With regard to the tap in the kitchen, it became damaged over time due to general use. No intentional damage was caused and the did not notice any water coming from the connection to the sink. The tap fell into disrepair and was reported previously and replaced. They did not report the required repair on this occasion as they were leaving and there was no time to do so.
- 6.8 With regard to the smoke alarms, the covers were not binned and were not taken at the end of the tenancy. Under questioning from the Tribunal Mr Stevenson stated that they intended to report the alarms not operating correctly and left them to be put back on. They were left in the kitchen drawer. There was no other place to put them.
- 6.9 With regard to the letterbox Mr Stevenson had nothing to add to that which was previously stated at the CMD. The damage was not reported. The internal metal flap that had come off was binned as it had snapped and could not be refitted.
- 6.10 With regard to the silver unit left in the kitchen, that unit did not belong to the Respondent and Mr Stevenson said they had no use for it. No Inventory was done on entry or exit from the Property and the Respondent is certain that the unit was there when she moved in. The Respondent said that the unit was initially stored within the cupboard where the boiler is located when she moved in and she relocated the unit to the kitchen. She thought the unit had been put into the cupboard for storage.
- 6.11 With regard to the wetwall in the bathroom, the mark complained about was not there when Mr Stevenson moved in. He said he did not recall the mark at all. The bathroom was cleaned with normal cleaner. Bleach would not normally be used due to an allergy. Nothing corrosive was used. Mr Stevenson did not know how the wet wall could have been burned.
- 6.12 With regard to the staining of the bath, Mr Stevenson said that the Respondent could not recall any staining when she moved in nor when she left. The staining could have been there when the Respondent moved out. Mr Stevenson did not recall the bath being used. The bath would have been six years old by the time the Respondent moved out and was put to normal use. He said the Respondent does dye her hair but no intentional damage was done and the bath was cleaned regularly. Mr Stevenson agreed that the bath had an enamel coating.

- 6.13 Mr Stevenson confirmed the deposit had been repaid to the Respondent.
- 6.14 He also accepted that the Respondent had damaged the kitchen worktop and responsibility for the repair cost of £140.
- 6.15 The Applicant had no cross examination for Mr Stevenson.

Further Submissions for the Applicant

- 7.1 The Applicant confirmed there were issues with the previous tenant prior to the Respondent moving in. The Property was a mess but there was no damage and she arranged for a cleaning company to attend on 17 December after which the inspection and photos were taken. The Applicant said she refunded the Respondent £100 for her inconvenience.
- 7.2 The Applicant said she had taken a video into each and every room of the Property including the cupboards and the silver unit was not there. The cupboard in question could have accommodated the unit but it was not present.

Findings in Fact

- 8.1 The Tribunal made the following findings in fact:-
- i. The Applicant is the heritable proprietor of the Property.
 - ii. The Respondent leased the Property to the Applicant in terms of a Private Residential Tenancy Agreement ("the PRT") that commenced on 16 December 2019.
 - iii. There was no check-in inventory of condition or similar prepared.
 - iv. The PRT ended on 16 January 2024.
 - v. There was no check-out inventory of condition or similar prepared.
 - vi. The Property was initially occupied by the Respondent alone. Mr Ben Stevenson, the Respondent's partner, moved in with her around the start of 2023.
 - vii. At the outset of the tenancy and immediately prior to the Respondent taking occupation the Property was clean and undamaged. A new kitchen and bathroom had been installed around 2 years previously. Two smoke alarms were installed in the living room and hall and were in proper working order.
 - viii. The silver unit found in the kitchen at the end of the PRT was not present in the Property at the outset of the tenancy.
 - ix. The Property remained in good and undamaged condition as at November 2022 when the last required repair was undertaken prior to the tenancy ending.
 - x. At some point after November 2022, wallpaper in the kitchen was painted over by the Respondent without the Applicant's prior consent.
 - xi. At the end of the tenancy the Property and fittings therein were found to be damaged. The damage caused was beyond that which could be described as wear and tear.
 - xii. At the end of the tenancy two of the kitchen walls and the adjacent skirting boards were badly stained and not clean. The Respondent is therefore liable to the Applicant for the cost of redecorating in a sum of £410 which is reasonable.
 - xiii. At the end of the tenancy the kitchen the tap was broken. The Respondent did not report the required repair to the Applicant. Clause 17 of the Tenancy Agreement states that the Respondent "*.... undertakes to notify the Landlord as soon as is reasonably practicable of the need for any repair ...*". Had a report been timeously made the tap may have not required replaced. The Respondent is therefore liable to the Applicant for the cost of replacing the tap in the sum of £90 which is reasonable.

- xiv. During the tenancy the Respondent, or another on her behalf, removed the main component parts of the smoke alarms. The casings were left in situ in the ceilings of the Property. The need for repair of the smoke alarms was not reported by the Respondent to the Applicant. Reference is made to Clause 17 of the PRT aforesaid. The main component parts of the alarms were not left within the Property at exit. They could have been reattached. The Respondent is therefore liable to the Applicant for the cost of replacing the smoke alarms in the sum of £120 which is reasonable.
- xv. During the tenancy, the metal internal letterbox flap became detached. The Respondent did not report the required repair to the Applicant. Reference is made to Clause 17 of the PRT aforesaid. The flap was disposed of. It could have been reattached. The Respondent is therefore liable to the Applicant for the cost of repairing the letterbox, being £30, which is reasonable.
- xvi. During the tenancy the Respondent installed a silver storage type unit in the kitchen. She failed to remove the unit at the end of the tenancy. Due to its size the Applicant required to employ a contractor to uplift and remove the unit at a cost of £40. In terms of the PRT, Clause 36, the Respondent agreed to be responsible for meeting all reasonable removal charges incurred by the Applicant when belongings are left in the Property. The Respondent is therefore liable for the cost of £40 which is reasonable.
- xvii. The Respondent or a guest or guests damaged the wetwall in the shower. The Respondent is therefore liable to the Applicant for the remedial costs relative thereto being £60 which is reasonable.
- xviii. The Respondent or a guest or guests damaged the enamel of the bath causing staining. The Respondent is therefore liable to the Applicant for the remedial costs relative thereto being £465 which is reasonable.
- xix. During the tenancy the Respondent caused a burn to the kitchen worktop. After the end of the tenancy the Applicant required to replace the kitchen worktop at a cost of £140 and employed a contractor to supply and fit. The Respondent is liable for the cost of £140 which is reasonable.

Reasons for Decision

- 9.1 In reaching a decision on the application the Tribunal had regard to the parties' positions as outlined at the CMD on 27 March 2025 together with the evidence presented at the Hearing and the documentary productions lodged.
- 9.2 The evidence of Ms Muriel Hall was credible and reliable. She presented herself in a straightforward manner. Her evidence was not challenged by Mr Stevenson on behalf of the Respondent and was accepted by the Tribunal.
- 9.3 The Applicant presented herself in a credible and reliable manner.
- 9.4 The Respondent did not attend the Hearing or give evidence in person. Her credibility could not therefore be assessed by the Tribunal. Whilst Mr Stevenson sought to present the Respondent's position on her behalf, the best evidence would have been the Respondent's personal testimony particularly in regard to the tenancy position at the outset in December 2019, Mr Stevenson having only moved into the Property in January 2023. Therefore to the extent that the evidence of the Applicant did not agree with the submissions of Mr Stevenson on behalf of the Respondent relative to the position prior to January 2023, the Tribunal preferred and accepted the Applicant's evidence.
- 9.5 Taking the foregoing into account the Tribunal considered each disputed issue in turn as follows:-

- i. *In the kitchen – at the termination of the PRT, were the walls and skirting boards stained and, if so, is the Respondent liable for the cost of redecoration or are any marks attributable to general wear and tear? Did the Applicant give oral permission to the Respondent to paint the kitchen walls? If remedial works are required to what extent are the costs claimed reasonable and is the Respondent liable therefore?*

The Applicant stated that at the outset of the tenancy the wallpaper was fresh and new and the skirting boards were white. At the end of the tenancy the wallpaper on two walls had received a coat of white paint which was work she had not given any consent to being carried out and which was not well executed, and those walls and the adjacent skirting boards were stained and not clean. She said the condition was far from that at the start of the tenancy. Ms Hall also confirmed the kitchen wallpaper looked new at the start of the tenancy and identified stains at exit which, had the tenancy been managed by her, would have resulted in remedial works for which she would have held the Respondent liable. The Applicant's photographs assisted the Tribunal in comparing the condition of the kitchen walls and skirting boards on entry and exit to the left of the internal kitchen door. Mr Stevenson for the Respondent conceded that consent had not been given for the walls to be painted and appeared to accept the stained walls were the Respondent's responsibility and that some remedial work was necessary. He said the marks to the skirting boards were wear and tear.

The Tribunal accepts the Applicant's position and the evidence of Ms Hall. The walls in question had been painted without the required consent. The walls are stained and the skirting boards are marked too. The extent of those defects goes beyond what would be regarded as wear and tear. The cost of redecorating of £410, as narrated in the quotation of JLR Painting Services dated 20 February 2024, is reasonable and the Respondent is liable therefore.

- ii. *Tap - At the end of the PRT was the kitchen tap broken and is the Respondent liable for the cost of repair? If the Respondent is liable is the cost of repair reasonable?*

There was no dispute between the parties that, at exit, the tap was broken. Mr Stevenson said the tap had become damaged over time and was not intentionally damaged. He said the Respondent did not report the required repair on this occasion as they were leaving the Property and there was no time to do so. As soon as the tap fell into disrepair a report ought to have been intimated by the Respondent to the Applicant. The Tribunal does not accept there was no time to do so. A short message would have sufficed. At Clause 17 of the PRT it is stated that the Respondent "... undertakes to notify the Landlord as soon as is reasonably practicable of the need for any repair ...". That was not done. Had a report been timeously made the tap would likely not have continued to deteriorate and the tap would not have required replacing. The cost of replacing the tap of £90, as narrated in the invoice of David Shambach dated 12 February 2024, is reasonable and the Respondent is liable therefore.

- iii. *Smoke Alarms - Is the Respondent liable for the cost of replacing the smoke alarms in the living room and hallway and, if so, are the costs claimed therefore reasonable?*

There was no dispute that the casings of the smoke alarms had been left in situ in the ceilings of the Property and that the main component parts of the alarms

had been removed by the Respondent or on her behalf. It was accepted that the removal and the need for the repair of the smoke alarms had not been reported to the Applicant. Reference is made to Clause 17 of the Tenancy Agreement as outlined above. The Tribunal did not accept the suggestion made by Mr Stevenson that the alarm parts had been left in a kitchen drawer in the Property. Had that happened they could have been repaired and re-attached thereby avoiding the replacement of the alarms. The Tribunal preferred and accepted the evidence of the Applicant and Ms Hall who both confirmed that the missing parts of the alarms could not be found. On that basis the cost of replacing the smoke alarms of £120, as narrated in the invoice of David Shambach dated 12 February 2024, is reasonable and the Respondent is liable therefore.

- iv. *Letterbox - Is the Respondent liable for the cost of replacing the letterbox in the entrance door and, if so, are the costs claimed therefore reasonable?*

There was no dispute between the parties that, at exit, the metal internal letterbox flap was missing. The Respondent did not report the required repair to the Applicant. Reference is made to Clause 17 of the Tenancy Agreement as outlined above. Mr Stevenson said the flap had snapped off and had been disposed of. No evidence to that effect was produced and the flap ought not to have been thrown out. On that basis the cost of repairing the letterbox of £30, as narrated in the invoice of David Shambach dated 12 February 2024, is reasonable and the Respondent is liable therefore.

- v. *Kitchen unit - Is the Respondent liable for the cost of removing the unit in the kitchen and, if so, are the costs claimed therefore reasonable?*

There was a dispute between the parties as to whether the silver unit in the kitchen was in the Property at the outset of the tenancy. Ms Hall did not recall. The Applicant was clear that the unit was not in the Property. Mr Stevenson said the unit was stored in the cupboard housing the boiler and was moved to the kitchen. It was therefore not for the Respondent to remove the unit on exit. The Respondent did not give evidence in person. The Tribunal therefore preferred the evidence of the Applicant and concluded that the unit was not in the Property at the start of the tenancy and having been brought into the Property by the Respondent, the unit ought to have been removed by her on exit. In terms of the PRT, Clause 36, the Respondent agreed to be responsible for meeting all reasonable removal charges incurred by the Applicant when belongings are left in the Property. On that basis the cost of removing the unit of £40, as narrated in the invoice of David Shambach dated 12 February 2024, is reasonable and the Respondent is liable therefore.

- vi. *Bathroom wet wall - Is the wet wall in the bathroom damaged and, if so, is Respondent liable for the cost of repair and are the costs claimed therefore reasonable?*

The Tribunal accepted the evidence of the Applicant and Ms Hall that the wetwall in the shower was not damaged at the outset of the tenancy. Indeed Mr Stevenson accepted that the wetwall was not marked when he moved into the Property. The Tribunal did not accept that the damage described could be caused by the use of normal cleaning products. The only conclusion is that the damage was caused by the Respondent or a guest. On the basis that the cost of repairing the wetwall of £60, as narrated in the quotation of Done & Dusted dated 14 February 2024, is reasonable the Respondent is liable therefore.

- vii. *Bath - Is the Respondent liable for the cost of resurfacing the bath and, if so, are the costs claimed therefore reasonable?*

The bath appears to be enamel coated. The Tribunal accepted the evidence of the Applicant and Ms Hall that the bath was not stained or damaged at the outset of the tenancy. Staining could clearly be seen in one of the photographs taken and produced by the Applicant. Mr Stevenson's suggestion that no staining could be seen on the bath on exit was not credible or reliable. The Tribunal did not accept that the staining of an enamel coated bath installed as new only around 2 years before the tenancy commenced would become damaged as described through normal use/cleaning. The only conclusion is that the damage was caused by the Respondent or a guest. On that basis the cost of repairing the damage of £465, as narrated in the quotation of The Bath Business Co dated 16 February 2024, is reasonable and the Respondent is liable therefore.

- 9.6 At the CMD Mr Stevenson previously accepted that the damage to the worktop in the kitchen was the fault of the Respondent and that she is liable for the repair cost of £140 incurred relative thereto.
- 9.7 Taking all the forgoing into account the Tribunal determines that the Respondent is liable to the Applicant in repair costs totalling £1,355.00 and makes an order for payment of that amount.

Decision

Orders the Respondent to pay to the Applicant a sum of £1,355.00.

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.

Gillian Buchanan

Legal Member/Chair

5 September 2025
Date