



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/25/0326

Re: Property at Flat 1/1, 28 Fereneze Drive, Paisley, PA2 8PJ (the Property)

Parties:

Mr David Lang, 34 Riccarton Avenue, Paisley, PA2 6BG (the Applicant)

Mr Peter Costello, Flat 1/2, 29 Fairway Avenue, Paisley, PA2 8DH (the Respondent)

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 SEVENTEEN THOUSAND FIVE HUNDRED AND TEN POUNDS AND FORTY THREE PENCE (£17,510.43) STERLING; and made an Order for Payment in respect of the said sum

Reasons

Procedural Background

1. On 24 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 £18,653.41 (the Application). The Application stated that the Respondent had been evicted from the Property (case ref: FTS/HPC/EC/23/3827).
2. The Applicant’s Representative lodged a paper apart providing full details of the claim and a bundle of supporting evidence, including:
 - a. Private Residential Tenancy agreement;
 - b. Rent Account
 - c. Document entitled ‘Alan’s costs’



- d. Document entitled 'David Lang's costs
 - e. Copy of eviction order in case ref. FTS/HPC/EV/23/3827;
 - f. Pictures of Property on entry; and
 - g. Pictures of Property on leaving end May/June 2024.
4. The Application was accepted for determination and a Case Management Discussion (CMD) was fixed for 3 September 2025 at 1000h. The Applicant was notified of the date, time and joining instructions for the CMD.
5. The Respondent was served by Sheriff Officers with the Application and notification of the CMD on 21 July 2025.

Case Management Discussion (CMD) Teleconference: 3 September 2025 at 1000h

4. The Applicant, Mr Lang attended.
6. The Respondent did not attend. The tribunal clerk confirmed that the Respondent had been served with notification of the CMD on 21 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.

Submissions by Applicant

8. Mr Lang made submissions in support of each head of claim, with reference to the Application and supporting evidence lodged in advance of the CMD. All page reference numbers are to the PDF bundles named 'Case papers Part 1' (CP1) and 'Case Papers Part 2' (CP2).
9. Mr Lang stated that there was a Private Residential Tenancy agreement between the parties in respect of the Property which started on 15 June 2018 (CP1, p10ff.).
10. The Property has a large lounge with dining area; 3 bedrooms; a large kitchen and a bathroom.



11. The Applicant bought the Property from an elderly person and completely refurbished the whole property. The 2 May 2018 pictures show the condition of the Property when the Respondent moved in.
12. It was let to the Respondent and his wife and three children and two dogs. It was not an HMO property.
13. The tenancy came to an end following an eviction order being made by the tribunal on 21 March 2024, which was not to be executed before 23 April 2024.
14. Mr Lang is taking the end date of the tenancy as 31 May 2024. The property was inspected that day and the Property had been abandoned by the Respondent. The Respondent did not return keys. Mr Lang stated that it had been left in a filthy state. The Respondent also had not paid his rent for some considerable period of time, accruing rent arrears.
15. The total amount of the order sought at CMD is the amended sum of £17933.41, comprising:
 - 13.1 Outstanding rent £10,952.00;
 - 13.2 David's costs £4871.97;
 - 13.3 Allan's costs £2829.44; less
 - 13.4 Deduction of deposit of £720.00.

Rent arrears: £10,952 claimed

16. Mr Lang referred to the rental statement lodged, CP2, p168-170.
17. The rent was £620.00 per calendar month, payable on 15th of each calendar month.
18. The final column shows the cumulative arrears. The Respondent stopped paying rent in November 2022 (p170). The total rent arrears to 31 May 2024 was £10,952.



Tenancy deposit: £720.00 (returned to Applicant)

- 19. The tenancy deposit was £720.00.
- 20. The Applicant claimed the whole deposit and it was applied to rent arrears.
- 21. The whole deposit of £720.00 was paid to the Applicant on 20 August 2024.

David's costs: £4871.97 claimed

- 22. CP1, p39 is a spreadsheet listing items 1-47. There is a copy of every receipt included in the spreadsheet and there are photographs. References to 'John McColl' are to a handyman and there is a corresponding invoice outlining the work.
- 23. Mr Lang made submissions on each item on the list with reference to the evidence bundle.
- 24. Items 1 and 2 are the Sheriff Officer's fees and part reimbursement for serving the eviction proceedings. The Applicant accepted that there was no contractual basis in the tenancy agreement for seeking this sum so £296.98 was deducted from the sum claimed for 'David's costs'.
- 25. Item 6. John McColl. This relates to painting, sanding and undercoating the lounge. The Property was decorated throughout after it had been cleaned.
- 26. Item 7 relates to a broken light fitting.
- 27. Item 8 is sellotape remover.
- 28. Items 9 and 10 are decorating supplies.
- 29. Item 11 is a replacement electrical switch.
- 30. Item 12 is laundry of dirty curtains.
- 31. Item 13 is for replacement of flooring and door bars.



- 32. Item 14 is supported by the timesheet for the handyman.
- 33. Items 15, 16, 17 are decorating and repair supplies.
- 34. Items 18 and 19 relate to handyman invoices.
- 35. Item 20 is flooring (Luxury vinyl tiles) in kitchen and bathroom.
- 36. Item 21 is sealant.
- 37. Items 22 and 23 are laminate flooring. When the Respondent and family moved in the laminate was new. At the end of the tenancy it was completely ruined.
- 38. Items 25 and 26 – the bath and waste were damaged. The Applicant thinks that they were vandalised. The side wall of bath was cracked and the waste was damaged. Not like that when they moved in.
- 39. Items – electrical switches in bedrooms were damaged by the tenant.
- 40. Item 28 – cleaning products.
- 41. Item 29 – door bars for kitchen and hall because the flooring needed to be replaced.
- 42. Item 30 – silicone after the bath was re-fitted.
- 43. Item 31 – the tenant left property and did not hand keys back so the Applicant had to change the locks.
- 44. Item 32 – this was removed by the Applicant during the CMD as it related to providing utilities while they were renovating the property. £20.00 was deducted from 'David's costs' claimed.
- 45. Item 33 – garden waste bags. The tenant did not maintain the garden and it needed to be maintained and cleared by the Applicant.
- 46. Item 34 – repair damage to kitchen worktop



47. Item 35 – John McColl wages for gardening.

48. Item 36 – joinery.

49. Item 37 – it cost £960.00 to fit laminate throughout, including beading. It was new when the Respondent moved in. The Applicant is charging the full amount to tenant. If the Respondent had looked after the laminate they would not need to replace it in that time period.

50. Items 39 and 40 – toilet seat and sealant

51. Item 46 – the Applicant accepted that there was no contractual basis for claiming Nationwide tracing services to serve the Respondent and deducted £36.00 from 'David's costs'.

52. Item 47 – 84% of the total cost of a pack of beading, which is £66.54.

53. The total claimed is £4871.97, less

- Line 1 Sheriff Officers net invoice £296.98.
- Line 32 OVO Gas at £20.00.
- Line 46 tracing services £36.00.

54. 'David's costs' claimed, as amended at CMD, are **£4518.99**

Alan's costs: £2829.44 claimed

55. The second schedule of costs is CP1, p40, which relates to invoices from another contractor who was paid to do general work, including clearance of the loft and maintenance of the garden.

56. Item 1: Materials for clearance of property. £24.22

57. Item 2: Removal £440

58. Item 3: Cleaning £13.20

59. Item 4: Cleaning £6.58

60. Item 5: Paint £58.03



- 61. Items 6 and 7: Electricity £10 and Electricity £20 were removed by the Applicant during the CMD as they related to electricity bills after the property was recovered.
- 62. Item 8: Downlighters in the bathroom. They were new at the start of the tenancy and rusted at the end. £60.36.
- 63. Item 9: Hardware – broken door handles £51.00
- 64. Items 10 and 11: Electricity £20 and Gas £10. They were removed by the Applicant during the CMD as they related to electricity bills after the property was recovered.
- 65. Item 12: Hob. There was a ceramic hob. There was a crack in the ceramic and it was damaged. £137.40.
- 66. Item 13: Paint £31.63
- 67. Item 14: Removals £240.00. For a contractor and a van to clear the loft.
- 68. Item 15: Cleaning for mould £10.00.
- 69. Item 16: New bath waste £178.12.
- 70. Item 17: Gas £10, was removed by the Applicant during the CMD as they related to electricity bills after the property was recovered.
- 71. Item 18: Diesel £50.15. For the handyman to do clearance of the Property and to collect supplies. It forms part of the invoice to the handyman.
- 72. The total of the above items is £1276.47 plus £94.22, less £70.00 for the utilities which were deducted, leaving £1300.69 for Alan's invoice.
- 73. Added to that is Alan's time of 97.25 hours at £15 per hour, totalling £1458.75.
- 74. The total of 'Alan's costs' claimed, as amended are **£2759.44.**

Findings-in-Fact

- 13. The Applicant is the registered proprietor of the Property.
- 14. The Property was refurbished by the Applicant in or about May 2018.
- 15. There was a Private Residential Tenancy agreement between the parties in respect of the Property which started on 15 June 2018.
- 16. The tenancy deposit was £720.00.



17. Rent was payable at the rate of £620.00 per calendar month on 15th of each month.
18. Start of tenancy photographs were taken to record the condition of the Property.
75. An eviction order was made by the tribunal on 21 March 2024, which was not to be executed before 23 April 2024.
76. The Respondent abandoned the Property on or about 31 May 2024 and did not return keys to the Applicant.
19. The tenancy ended on 31 May 2024.
20. As at 31 May 2024, the Respondent had rent arrears of £10952.00.
21. The Respondent has not made payment of any rent arrears between 31 May 2024 and 3 September 2025.
22. On or about 31 May 2024, an end of tenancy inspection was carried out and photographs were taken to show the condition of the Property at the end of the tenancy.
23. As at the end of tenancy on 31 May 2024, the Property, including the garden, was not left in an acceptable state by the Respondent, fair wear and tear excepted.
24. The Applicant incurred end of tenancy costs of £7278.43 (David's costs £4518.99; Alan's costs £2759.44) for clearance, cleaning, decorating, garden maintenance, lock replacement, repairs and renewals.
25. The Respondent has not opposed the Application.
26. The Respondent's full deposit of £720.00 was returned to the Applicant by the tenancy deposit protection company in respect of rent arrears.

Discussion

27. The Application was unopposed by the Respondent.



28. The tribunal was satisfied that the Respondent had accrued rent arrears to the end of tenancy on 31 May 2024 of £10,952.00.
29. The tribunal was satisfied on the evidence produced by the Applicant in relation to end of tenancy costs (as amended, see above) that he had established all heads of claim, giving end of tenancy costs of £7278.43 (David's costs £4518.99; Alan's costs £2759.44) for clearance, cleaning, decorating, garden maintenance, lock replacement, repairs and renewals.
30. The tribunal was satisfied that the Respondent was liable for all the costs claimed as a result of the state of the Property at the end of the tenancy, fair wear and tear excepted, as compared with the state of the Property at the start of the tenancy, which was newly refurbished when the Respondent and his family and pets moved in. The private residential tenancy agreement provides a contractual basis for the Applicant to recover these costs from the Respondent.
31. The tribunal was satisfied that the sums claimed for each item were 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.
32. The Applicant received the full tenancy deposit of £720.00 from the tenancy deposit protection company in respect of rent arrears so this was deducted from the sum claimed.
33. The tribunal therefore made an Order for Payment by the Respondent to the Applicant of £17,510.43 in respect of rent arrears to 31 May 2024 of £10,952.00, less deposit refund of £720.00, and end of tenancy costs of £7278.43.

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

Housing and Property Chamber
First-tier Tribunal for Scotland



seek permission to appeal within 30 days of the date the decision was sent to them.

Susanne Tanner

Ms Susanne Tanner K.C.
Legal Member/Chair

3 September 2025