



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) in terms of Rule 24 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) In respect of an application under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) and Rule 111 of the Rules

Chamber Ref: FTS/HPC/CV/24/2006

Re: Property at 16 Abercorn Place, Glasgow, G23 5BL (“the Property”)

Parties:

Mr Peter Kaszap-Nagy, 16 Formby Drive, Glasgow, G23 5QN (“the Applicant”)

Mr Pardip Singh, 81 Blackhill Gardens, Glasgow, G23 5NE (“the Respondent”) per his representative, Mr. Tallon Sculthorpe

Tribunal Members:

Karen Moore (Legal Member) and Mary Lyden (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted a Payment Order for the Sum of ONE

THOUSAND ONE HUNDRED AND TWENTY TWO POUNDS and EIGHTY PENCE (£1,122.80) Sterling

Background

1. By application received between 1 May 2024 and 12 June 2024 (“the Application”), the Applicant applied to the Tribunal for a payment order requiring the Respondent to make payment of an overpayment of rent amounting to £595.00 and a refund of a tenancy deposit of £595.00.
2. The Application comprised a copy of a private residential tenancy agreement between the Parties, copy bank statements showing amounts of £595.00 being one month’s advance rent, £595.00 as a tenancy deposit and £138.00 weekly rent paid by the Applicant to the Respondent. The two payments of £595.00 were paid on or around 8 February 2019 and the first weekly rent payment of £138.00 made on 1 February 2019 and then each Friday from 1 February 2019 until 5 April 2024. Copy correspondence by text or mobile phone messages between the Applicant and the Respondent’s representative were lodged with the Application.

CMD

3. A Case Management Discussion (the “CMD”) took place on 6 September 2024 at 14.00. The Applicant was present and unrepresented. The respondent was present and represented by his son in law, Tallon Sculthorpe.
4. At the CMD, the Applicant’s position was that he and the Respondent entered into a private residential tenancy agreement for the Property on 31/01/2019, that he moved out of the property on 13 April 2024 after receiving a notice to leave. Before moving into the Property, the Applicant paid £1,190.00 to the Respondent, being a £595.00 a tenancy deposit and £595.00 being one month’s rent in advance. In addition, he also paid £138.00 weekly rent from 1 February 2019 until vacating the Property in April 2024. His position was that neither the deposit nor the payment of one month’s rent in advance were reimbursed.

5. The Respondent's agreed the Applicant paid him £1,190.00 at the start of the tenancy in respect of a tenancy deposit and one month's rent in advance and that none of the £1,190.00 paid by the Applicant has been returned to him. The Respondent's position was the Applicant damaged the property and the cost of repairs exceeded that tenancy deposit sum of £595.00 and, that, as the lease did not end until 25 May 2024, the advance rent covered the period from 13 April 2024 to 25 May 2024.
6. The CMD was adjourned to a Hearing of evidence in respect of the matters in dispute.

Hearing.

7. A Hearing was fixed for 20 February 2025 at 10.00. Prior to the Hearing, the Respondent's representative re-submitted an email dated 20 September 2024 listing the items of damage, photographs of some of these items, copy receipts for an oven and laminate flooring. Also, prior to the Hearing the Applicant submitted further copy correspondence by text or mobile phone messages between him and the Respondent's representative, a copy of the Notice to Leave and further copy bank statements.

Hearing

8. The Hearing took place on 20 February 2025 at 10.00 by telephone conference call. The Applicant, Mr. Kaszap-Nagy, was present and was unrepresented. The Respondent, Mr. Singh, was present and was represented by Mr. Tallon Sculthorpe.

Evidence heard.

9. The Tribunal heard from Mr. Kaszap-Nagy and from Mr. Sculthorpe, as Mr. Singh's property manager with direct involvement in the management of the Property. Their positions remained as set out at the CMD. The detail of the tenancy and the advance payment of £1,190.00 were not in dispute.
10. With regard to the condition of the Property and the repairs required, the Tribunal heard evidence from Mr. Sculthorpe and Mr. Kaszap-Nagy with

reference to the item listed in the Respondent's submission of 20 September 2024:

- i) Redecoration of the Property at a cost of £1, 300. With reference to the photographs, Mr. Sculthorpe explained that a full redecoration was required as there had been poor paint jobs and patched ceilings which appeared to have been carried out to cover water leaks which had not been reported to Mr. Singh. Mr. Sculthorpe stated that the cost of £1,300.00 was an estimate and that he had invoices, albeit that the invoices had not been lodged. Mr. Kaszap-Nagy refuted that full redecoration was required.
- ii) New flooring throughout the Property at a cost of £516.76. Mr. Sculthorpe explained that the carpets throughout required to be replaced as they had been soiled by Mr. Kaszap-Nagy's dogs. He stated that an attempt to clean the carpets had been unsuccessful. He accepted that the cost of replacement carpets might be less and offered to reduce the sum. Mr. Sculthorpe submitted a receipt for laminate flooring for the cost of £516.76. Mr. Kaszap-Nagy accepted that he and his girlfriend had two Staffordshire bull terriers throughout the tenancy but refuted that full re-flooring was required.
- iii) Replacement of blinds throughout the Property at a cost of £227.35. Mr. Sculthorpe explained that four sets of blinds which had been soiled by grease from cooking required to be replaced. Mr. Sculthorpe stated that he had the receipt for the blinds albeit it had not been lodged. Mr. Kaszap-Nagy accepted that the kitchen blind required to be replaced as it could not be cleaned and estimated that the cost would be around £10.00.
- iv) Replacement of broken shower at a cost of £220.00. Mr. Sculthorpe stated that following Mr. Kaszap-Nagy vacating the Property, the shower was tested and it was found not to be working properly. He stated that no issues with the shower had been reported to Mr. Singh. He stated that he had the receipt for the new shower albeit it had not been lodged. Mr. Kaszap-Nagy did not accept that the shower required to be replaced. He agreed that he had not reported any issues to Mr. Singh.

- v) Replacement of broken oven at a cost of £150.00. Mr. Sculthorpe stated that, as with the shower, following Mr. KaszapNagy vacating the Property, the oven was tested and it was found not to be working properly. He stated that the oven was clean and was in “mint” condition, however, it did not heat up. It was his opinion that Mr. Kaszap-Nagy and his girlfriend did not use the oven but used a hotplate and that this explained the amount of cooking grease on the blinds. No issues with the oven had been reported to Mr. Singh. A receipt for £150.00 for the new oven was lodged with the submissions. Mr. Kaszap-Nagy did not accept that the oven required to be replaced. He stated that he and his girlfriend used the oven. He agreed that he had not reported any issues to Mr. Singh
- vi) Broken bathroom window handle. Mr. Kaszap-Nagy accepted that he had broken the bathroom window handle. Mr. Sculthorpe stated that he had a receipt for the new handle `but accepted that this had not been lodged
- vii) Broken taps in bathroom sink, bath and kitchen at an approximate cost of £200.00. With reference to the photographs, Mr. Sculthorpe pointed out that the bathroom mixer taps appeared to have been replaced by a tap more suitable for a kitchen and that the other taps had been broken. Mr. Sculthorpe stated that the cost of £200.00 was an estimate and that he had invoices which had not been lodged. Mr. Kaszap-Nagy accepted the damage to the bathroom taps but denied replacing the mixer tap with a kitchen tap. He disputed the cost or replacements.
- viii) Replacement of blue recycling bin at a cost of £57.80 Mr. Kaszap-Nagy accepted that he had broken the blue recycling bin.

11. In answer to questions from the Tribunal, the Parties agreed that there had been no inspections during the five year tenancy and that no Inventory or photo schedule had been taken at the start of the tenancy. Mr. Sculthorpe advised the Tribunal that the Property had been refurbished with a new kitchen and bathroom before the tenancy began.

12. Mr. Kaszap-Nagy pointed out that, in text messages at the end of the tenancy, Mr. Sculthorpe had advised him that the Property had been “seriously looked after” and that there were only “minor” issues. Mr. Sculthorpe explained that these comments had been made before he had had a proper inspection of the Property in the daylight. Mr. Sculthorpe stated that Mr. Singh’s initial thought was that he would not pursue the cost of the damages and would “put it down to experience” but took a different view when the Application was made. He stated that Mr. Singh was mindful of wear and tear and would consider negotiating with Mr. Kaszap-Nagy. Mr. Kaszap-Nagy was amenable to this approach.

13. With regard to the invoices and receipts not lodged, Mr. Sculthorpe advised that he was in his workplace and so was unable to email these to the Tribunal but could do so when he returned home.

14. The Tribunal adjourned the Hearing for 15 minutes for the Parties to consider what might be a reasonable financial solution. The Hearing reconvened. Mr. Sculthorpe did not re-join the call. The Tribunal waited for an additional 10 minutes to allow for technical issues or, as Mr. Sculthorpe had been interrupted by a colleague during the Hearing, for workplace issues to resolve, to no avail.

15. As it appeared that there was an element of tenant damage and as not all of the damage had been fully vouched, the Tribunal adjourned the Hearing and issued the following Direction:

“Tenancy Deposit.

The Respondent is required to submit documentary evidence in respect of: Redecoration of the Property. The Respondent is required to submit proof that full redecoration of the Property was required and to submit receipts for the work carried out and the materials used. Proof that full redecoration of the Property was required could be a copy of the decorator’s invoice showing the extent of the work carried out or could be an inspection report by the

Respondent's representative showing the condition of the Property or a note by him explaining the condition of the Property.

Replacement of blinds throughout the Property. The Respondent is required to submit proof that all four blinds in the Property required to be replaced and to submit receipts for the replacement blinds.

Replacement of the broken shower. The Respondent is required to submit proof that the shower was broken and required to be replaced and is required to submit a receipt for the replacement shower. Proof that the shower was broken and required to be replaced could be an inspection report by the Respondent's representative or a note by him explaining the condition of the shower.

Replacement of broken oven. The Respondent is required to submit proof that the oven was broken and required to be replaced. Proof that the oven was broken and required to be replaced could be an inspection report by the Respondent's representative or a note by him explaining the condition of the shower.

Broken bathroom window handle. The Respondent is required to submit a receipt for the replacement handle.

Broken taps in bathroom sink, bath and kitchen The Respondent is required to submit a receipt for the replacement of the taps.

Replacement of blue recycling bin at a cost of £57.80 The Respondent is required to submit a receipt for the replacement of this blue recycling bin.

The Applicant is required to submit documentary evidence in respect of:

Redecoration of the Property. The Applicant is required to submit proof that he left the Property in good order, wear and tear excepted. Proof could be statements by him and his girlfriend who resided with him in respect of the condition of the Property and outlining any decorative work they undertook.

Replacement of blinds throughout the Property. The Applicant is required to submit proof that, other than the kitchen blind, the blinds did not need to be replaced. Proof could be statements by him and his girlfriend who resided with him in respect of the condition of the blinds.

Replacement of the broken shower. The Applicant is required to submit proof that the shower was in good working order and did not require to be replaced.

Proof could be statements by him and his girlfriend who resided with him in respect of the condition of the shower.

Replacement of broken oven. The Applicant is required to submit proof that the oven was in good working order and did not require to be replaced. Proof could be statements by him and his girlfriend who resided with him in respect of the condition of the oven.

Both Parties are required to consider if an agreement might be reached in respect of dilapidation costs in excess of fair wear and tear in order to settle the tenancy deposit claim and advise the Tribunal accordingly.

In the event that no resolution is reached, both Parties are required to consider if witnesses should be called in respect of their respective positions.

Advance rent

The Respondent, having accepted in evidence that the Applicant vacated the Property and returned the keys to the Property on 13 April 2024, is required to submit documentary evidence in support of his claim that rent remained due until 24 May 2024.

The said documentation should be lodged with the Chamber and sent to the other Party no later than close of business FOURTEEN calendar days before the date of the Hearing to be intimated to the Parties.”

16. Neither Party complied with the Direction. The Applicant lodged a copy of the CMD Note of 6 September 2024.

Adjourned Hearing

17. The adjourned Hearing took place on 7 November 2025 at 10.00 by telephone conference call. The Applicant, Mr. Kaszap-Nagy, was present and was unrepresented. The Respondent, Mr. Singh, was not present and was not represented. He did not submit further written representations. The Tribunal was satisfied that he had been notified of the proceedings and so proceeded in his absence.
18. The Applicant, Mr. Kaszap-Nagy, accepted liability for the kitchen blind at a cost of £10.00 and for the blue recycling bin at a cost of £57.80. He agreed

that the sum of £67.80 should be deducted from the tenancy deposit element of his claim.

Findings in Fact

19. The Tribunal made the following findings in fact:-

- a) The Applicant and the Respondent entered into a private residential tenancy agreement for the property on 31/01/2019 at a monthly rent of £595.00.
- b) The Applicant moved out of the property on 13 April 2024 after receiving a notice to leave.
- c) The Applicant paid rent up to his date of leaving.
- d) The Applicant paid £1,190.00 to the Respondent, being a security deposit of £595.00 and one month's advance rent of £595.00.
- e) The Respondent has not repaid either the tenancy deposit or the rent overpayment to the Applicant.
- f) The Respondent has not evidenced entitlement to retain either the tenancy deposit or the rent overpayment.
- g) The Applicant accepts liability for the kitchen blind at a cost of £10.00 and for the blue recycling bin at a cost of £57.80 and accepts that these sums fall to be deducted from the tenancy deposit.
- h) The Applicant is entitled to repayment of security deposit of £595.00 less £67.80 and to repayment of rent of £595.00.

Decision and reasons for the decision

20. Having found in fact that the Applicant is entitled to repayment of security deposit of £595.00 less £67.80 and to repayment of rent of £595.00, which sum amounts to £1,122.20. the Tribunal made a payment Order in this sum.

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.

K.Moore

Legal Member/Chair

7 November 2025.

Date