



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/22/2676

Re: Property at No 2 Stables Cottage, Keithock, Brechin, DD9 7QD (“the Property”)

Parties:

Mr Jeremy Garrett-Cox, Keithock House, Brechin, DD9 7QD (“the Applicant”)

Mrs Marisa Ginger, Mr Leo Ginger, Hamewith, Seaview Terrace, Johnshaven, Angus, DD10 0HF (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member) and Andrew Murray (Ordinary Member)

Decision (in absence of the Applicant and the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment for £2144.01 (TWO THOUSAND ONE HUNDRED AND FORTY FOUR POUNDS AND ONE PENCE).

Background

1. An application was received by the Housing and Property Chamber dated 3rd August 2022. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on end of tenancy costs.
2. On 12th January 2023 all parties were written to with the date for the Case Management Discussion (“CMD”) of 27th February 2023 at 2pm by teleconferencing. The letter also requested all written representations be submitted by 2nd February 2023.
3. On 16th January 2023, sheriff officers served the letter with notice of the hearing date and documentation upon both of the Respondents by letterbox service. This was evidenced by Certificate of Intimation dated 16th January 2023.

4. On 27th January 2023, the Respondents emailed the Housing and Property Chamber. The email included a submission noting that damage had been dealt with by Safe Deposit Scotland when the deposit return had been determined. The email disputed the issues of outstanding rent being due as the rent account was up to date when they left. It was noted that the Respondents dispute the application being granted. Supporting documentation was included.
5. On 1st February 2023, the Respondents emailed the Housing and Property Chamber with further submissions which included communications between the parties, Deposit Scotland documentation, further photographic evidence, tenancy agreement and a further submission.
6. On 30th January 2023, the Applicant emailed the Housing and Property Chamber requesting that the CMD on 27th February 2023 be postponed as he had a work commitment that could not be changed.
7. On 12th February 2023 the Respondents emailed the Housing and Property Chamber with their opposition to the postponement request.
8. On 20th March 2023, the Respondents requested that the CMD be conducted by videoconference.
9. Due to an administrative error, the CMD which was set for 17th May 2023 had to be postponed. A new date was set for 28th June 2023.

The Case Management Discussion

10. A CMD was held on 28th June 2023 at 10am by video conferencing. The Applicant was present and represented himself. The Second Named Respondent, Mr Leo Ginger was present and represented both Respondents.
11. Mr Garret-Cox said that he was seeking the amount of £5765.01 as detailed within the papers. The Tribunal noted that £510 had been returned from the deposit by the deposit scheme. Mr Garret-Cox was content to remove £510 from the amount that he is seeking to reflect the return of the deposit. This amends the amount to £5255.01. Mr Garret-Cox confirmed that the amount that he is seeking is a combination of damage to the Property and for rent when he was unable to let the Property.
12. Mr Ginger said that the matter had been already settled by the deposit scheme decision. Mr Garret-Cox said that he had produced the information for the deposit scheme in a hurry and had not included all matters that have been included within this application. The Tribunal noted that the deposit scheme had been correct in its assertion that a landlord should not be putting the Property into a better state that it had been prior to being leased to the tenants. There must be some account of wear and tear. This would need to be a consideration for the Tribunal when considering the case. Mr Ginger said that the

Respondents admitted that there was some damage to the upstairs bedroom walls and carpet. He agreed that the carpet in the upstairs bedroom needed to be replaced. He said that there were some scrapes on the wall from picture hooks and similar such items. The other damage detailed by Mr Garret-Cox was disputed. Mr Ginger said that if there was difficulty in reletting the Property it would be due to being the middle of the Covid Pandemic, viewings were not permitted. Mr Garret-Cox said that he had been able to put the Property on the market to let in mid-late September and found new tenants at the end of October. The Respondents moved out on or around 1st July 2020.

13. Mr Garrett-Cox said that he has three other properties in Scotland and three properties in England.
14. The Tribunal considered that the following questions should be addressed by the Parties:-
 - a. Should the Applicant be entitled to the costs for the end of tenancy work undertaken on the Property? What amount of the costs were proportioned to general end of tenancy costs such as repairing wear and tear?
 - b. When did the Applicant last decorate the Property. Were the decorating cost similar to when it was last decorated?
 - c. Was the disputed damage beyond wear and tear?
 - d. How long did parties have to prepare for submissions to the deposit scheme? Had the works been undertaken at that point to the extent that it would have been expected the invoices would be included?
 - e. What is the agreed amount of the damage? Is it the amount returned by the deposit scheme?
15. The Tribunal was not limited to these questions.
16. The Tribunal continued the case to a hearing. Parties would be able to present their full evidence at a hearing including any further documentation and witnesses. The Tribunal may issue a direction at a later date.
17. The Tribunal concluded that the only option open to it was to continue to a hearing as matters were disputed. The Tribunal is bound by the Upper Tier Tribunal case of UTS/AP/21/0024 Alana McGeouch v. Lorraine Paterson which confirms this point. The Tribunal reserves the right to issue a direction prior to the hearing once the Ordinary Member (surveyor) has been allocated.
18. On 11th September 2023, the Applicant emailed the Housing and Property Chamber attaching a statement from a joiner confirming that all the floorboards had to be replaced due to cat urine. The statement was dated 31st August 2023.
19. On 18th September 2023 the Second Named Respondent emailed the Property and Housing Chamber asking if they would be able to lodge further evidence on 19th September 2023. It also requested in the email if the hearing could

proceed at 8am instead of 10am when it was scheduled as the First Named Respondent was finding it difficult to get away from work.

20. On 20th September 2023, the Second Named Respondent emailed the Housing and Property Chamber requesting a postponement of the hearing as the Second Named Respondent was suffering from a migraine. She said that the First Named Respondent had contacted her GP on her behalf. She said that she would be able to get medical confirmation of this migraine and her not being able to attend the hearing.

The hearing

21. A hearing was held on 21st September 2023 at 10am by video conferencing. The Applicant was present and represented himself. The Respondents were not present.
22. The Tribunal considered that it had no option but to adjourn the hearing. Mr Garret Cox expressed that he was able to proceed. The Tribunal said that it appreciated that but had to adjourn on this occasion. The Respondents had said that they would be able to provide medical confirmation of the reason that they were not able to appear. The Tribunal noted that this case has been ongoing for some time. It will issue a direction so that if any party was not able to attend at the next hearing date the Tribunal could simply proceed upon the papers that it had before it. The Tribunal would not be minded to continue the case again except under exceptional circumstances. For example, a soul and conscious letter would need to be provided by a doctor as to why attendance was not able to happen. All parties are able to seek representation if any party is of the view that they would not be able to attend at all.
23. It was raised with Mr Garret Cox that some items were not on the inventory that were being claimed such as the wardrobes. Mr Garret Cox is not necessary relying on that part. The Tribunal will issue a direction for clarification from both parties as to what is to be included or excluded. This will include what has been caught by the part of the deposit allocated by the deposit scheme for damages to the Property.
24. Mr Garret Cox asked if the Tribunal had taken a view on whether the proceedings were competent given that there has been a decision determined by the deposit scheme arbitration. The Tribunal considers that this is a higher judicial process given that all parties can make representations, lodge evidence and the Tribunal can take an inquisitorial approach to determine the facts. It also allows for legal representation at the calling of the application. The Respondents are still able to lodge a legal submission to disprove this legally
25. The Tribunal noted that parties can continue to negotiate should they wish to do so.
26. The hearing was continued to a further date. The Tribunal will issue a direction for further information from both parties in due course. Should either party not

be able to attend the next hearing the Tribunal will proceed on the paper submissions unless there are exceptional circumstances to do which requires to be evidenced.

The hearing – reconvened

27. The hearing was reconvened on 17th January 2024 at 10am by video conferencing. The Applicant was present and represented himself. The Respondents were present and represented themselves.
28. The Tribunal explained that the hearing had to be adjourned. Mr Garret-Cox was calling into the video conference from Switzerland the hearing was not able to continue as the Housing and Property Chamber had not obtained permission from the Swiss Government that evidence could be taken from him. This is following the change in policy after the case of Secretary of State for the Home Department v Agbabiaka [2021] UKUT 00286.
29. Mrs Ginger wanted it noted that she had been very stressed anticipating the hearing and was frustrated at its postponement. The Tribunal noted that the rules had changed after the last hearing date was set which meant that for certain countries permission needed to be required to be able to take evidence. As the notification letters had been sent out prior to this rule changes parties had not been informed of this requirement. It had only come to light the day before the hearing that Mr Garret-Cox was in Switzerland. There was no reason to believe that he was being obstructive by calling from Switzerland as he had not been informed he required to notify the Housing and Property Chamber that he would be dialling in from an international location.
30. Mrs Ginger said that the continuation of this matter was causing her frustration and upset. It was noted by the Tribunal that all parties are entitled to be represented if they wish to appoint a representative. Mrs Ginger said that her lawyer had died and was not able to deal with this matter anymore. The Tribunal noted that there are many other solicitors in Scotland who would be able to assist her or she could look to places such as Shelter Scotland or Citizens Advice Bureau who offer representation without charge. Mrs Ginger was concerned in case there would be any further reasons for the next date to be delayed such as health issues of any party. The Tribunal also noted that if all the information is provided prior to the next hearing date then it could proceed on as a papers only case without the need for either party to attend. Both parties would lodge a final submission and the other party would have 14 days to comment on this before the Tribunal considered this matter. As this case has been continued several times this may be an option for the Tribunal. The Tribunal has several questions which have arisen from the submissions lodged and will issue these as a direction.
31. Mrs Ginger said that she wished to negotiate with Mr Garret-Cox. Mr Garret-Cox said that his preferred means of negotiating was by email. The Tribunal noted that there is nothing to prevent parties negotiating until the next date. However, the Tribunal cannot mandate any party to enter into negotiations. Mrs

Ginger had offered to do this on the phone with the Tribunal there. The Tribunal noted that this would be inappropriate as the Tribunal was an independent Tribunal and could not assist in the process of negotiating. If Mrs Ginger does not feel that she wishes to negotiate with Mr Garret-Cox she can appoint a representative to negotiate on her behalf. Parties can continue to submit evidence until 14 days before the next date unless otherwise told. The hearing was adjourned. A direction was issued.

32. A new date was set for 30th May 2024 at 10am by videoconferencing.

33. On 23rd April 2024, the Applicant emailed the Housing and Property Chamber to ask that the case be postponed as he was travelling that day for work and would be not have reception while travelling. The Tribunal granted the postponement.

34. A new date was set for 6th September 2024 at 10am by videoconferencing.

35. On 28th August 2024, the Respondents emailed the Housing and Property Chamber to advise that they were booked to be elsewhere and would not have access to the necessary private place to undertake the hearing and no technology to take part in the hearing. It was requested that future dates be prior to 10.30am or after 5pm due the Respondents taking time off work. They also raised that they considered that this matter was dealt with by the deposit scheme. They said the Tribunal continuing this case has caused them distress. The Tribunal only received this on the day of the hearing.

The further continued hearing

36. The hearing was reconvened on 6th September 2024 at 10am by video conferencing. The Applicant was present and represented himself. The Respondents were not present and not represented.

37. The Tribunal noted that it had only received the information that the Respondents were not to attend 10 minutes prior to the hearing started. The Tribunal did not consider that it could proceed as it was very unclear exactly why the Respondents were not able to attend. If it was for something unchangeable that meant they had been prohibited from attending then it was in the interests of justice to continue the case. However, the Tribunal noted that there have been several postponements by both parties. The case really needs to proceed so that the Tribunal can make a decision.

38. Rule 2 of the Rules refers to the overriding objective of the First-tier Tribunal. is to deal with the proceedings justly.

Rule 2 (1) The overriding objective of the First tier Tribunal to deal with the proceeding includes -

- (a) Dealing with the proceedings in a manner which is proportionate to the complexity of the issues and the resources of the parties;*
- (b) Seeking informality and flexibility in proceedings;*
- (c) Ensuring, so far as practicable, that the parties are on an equal footing procedurally and aware able to participate*

fully in the proceedings, in including assisting any party in the presentation of the Part's case without advocating the course they should take;

(d) Using the special expertise of the First-tier Tribunal effectively; and

(e) Avoiding delay, so far as is compatible with the proper consideration of the issues.

Rule 3 (1) The Chamber President and the First-tier Tribunal must seek to give effect to the overriding objective when –

(a) Exercising any power under these Rules; and

(b) Interpreting any rule.

(2) In particular the Chamber President and the First-tier Tribunal must manage the proceedings in accordance with the overriding objective.

(3) The parties must assist the Chamber President or the First-tier Tribunal to further the overriding objective.

39. The Tribunal, with the Overriding Objective at the core of its thought process, was clear that any form of oral hearing was not possible as both parties had postponed on several occasions. In order to proceed the Tribunal decided that it would continue matters on a paper basis. It will issue a further direction to parties after which the parties will have 21 days to respond to the direction from the date of issue of the direction. Parties will then have a further 21 days to put in a response to the information lodged by the other party. The Tribunal will then arrange a date for the hearing and will conduct it on a paper case basis. The Parties are reminded that they are entitled to instruct representation if they wish to do so. This may be from a free advice provider such as Citizens Advice Bureau, a solicitor or another appropriate representative. Parties can continue to negotiate until the point that the Tribunal has made its decision. If parties are do not wish to do that directly they can do that through their representative. Once the Tribunal has reached a decision a hearing decision will be sent to both parties.

40. The Tribunal noted that it was requested that any hearing be heard before 10am or after 5pm. The Tribunal refused this request. This is a judicial process. Though not in the Sheriff Court it follows judicial process. As with other forms of judiciary in Scotland hearings start at 10am in the morning. In this Chamber the hearings are scheduled to allow it to last all day if necessary. If the case was to be ongoing around 4pm or 5pm then it would be adjourned for another day. Evening hearings are not held as we follow the normal judicial processes.

41. The hearing date was continued to a date to be fixed where it would be heard on the papers. The parties will be issued with a direction for further information.

42. A direction was issued to all parties on 19th December 2024.

43. On 2nd February 2025, the Tribunal received the Respondents submission which was their response to the direction. The Respondents maintained their position as per previous discussions and previous submissions.

44. On 1st March 2025, the Applicant lodged his response to the direction. He maintained his position that he was still due payment for damage to the Property caused by the Respondents occupation of the Property with their pets and the loss of rental income.
45. On 20th March 2025, the Respondents wrote to the Housing and Property Chamber objecting to the late lodging of the Applicant's direction response. It also stated that the Respondents wanted full details of the conversation between the Tribunal and the Applicant as detailed in the Applicant's email of 1st March 2025.

The continued hearing

46. A hearing for this case was held on various dates between June and August 2025. This was the first opportunity that the Tribunal could reconvene. The hearing was held on the papers of the case. The Tribunal focused upon the information provided in response to the direction issued on 19th December 2024. Both parties responded to this direction.
47. The Tribunal considered that there were different points raised that needed to be addressed. These were namely:-
- a. Was there damage done to the Property as a result of the Respondents occupation of the Property? Is the Applicant entitled to be compensated for this and for what amount?
 - b. What items were included within the claim? Was this appropriate?
 - c. Was the Applicant entitled to be paid compensation for unpaid rent as per his application and claim?
 - d. Was this claim suitably adjudicated by the deposit scheme?
 - e. What element of wear and tear should be considered?
 - f. Was there damp in the Property? Was this relevant to this application?
 - g. Was it relevant regarding the number of cats that resided in the Property?
 - h. Is the Tribunal entitled to address these points given that the deposits scheme has looked at it?
48. The Tribunal noted that the following had been agreed by parties:-
- a. Parties entered into a PRT from 28th November 2019 to 20th July 2020.
 - b. The Rent charge for the Property was £675 payable monthly in advance.
 - c. The Respondents were issued a Notice to Leave which prompted them to seek alternative accommodation.
 - d. The Applicant agreed to allow the Respondents to have two dogs and three cats in the Property.
 - e. A £1000 deposit was taken from the Respondents due to there being pets living in the Property. £510 was returned to the Applicant from the deposit scheme.

- f. Clause 35 of the PRT states that if pets are allowed to live in the Property then the Property must have a professional clean prior to occupants leaving the Property.
- g. The upstairs bedroom carpet needed to be replaced, the wallpaper replaced and the blind replaced.
- h. There were two wardrobes in the Property at the start of the tenancy though they were not included in the inventory. These wardrobes were in the upstairs bedroom. The wardrobes were damaged but the cost of which was no longer being sought by the Applicant.
- i. The rent arrears have been resolved between the parties.

The Applicant's position

49. In his submission the Applicant stated that he was seeking the amount of £5765.01. He maintains his position that the damage was as a result of the Respondents occupation of the Property. In particular the results of the Respondents pets in the form of pet hair and damage from their cats to the upstairs bedroom. He submitted this as a table of costs. This was in relation to redecoration costs, removal and replacement of urine (cat) contaminated flooring, replacement of two wardrobes, replacement gravel, replacement roman blind and replacement carpet and flooring. He submitted quotes or invoices for the above with the exception of the replacement gravel and replacement blind which were supported by a bank statement showing cost spent. This bank statement, dated 18th January 2021, included payments for the replacement flooring, carpets and decoration costs. Some of those costs were beyond what had been claimed.
50. The Applicant also submitted an inventory completed by Savills, his letting agent and a statement by the joiner regarding the condition of the floor in the bedroom.
51. The Applicant lodged several emails between parties. Some of the emails related to end of tenancy issues, cats in the Property, damage to the property and antisocial behaviour issues.
52. The Applicant lodged a rent statement. He also lodged a text exchange between himself and Angus Cleaning Services.
53. The Applicant lodged photographs in relation to cat damage to the Property. The photos show 5 cats in one photo and 3 in the other photo, with one of the three not being in the first photo. He states that the SSPCA informed him that there were 11 cats in the Property.

The Respondents position

54. The Respondents dispute that they owe the Applicant the amount that he is claiming for damage to the Property. The Respondents dispute the statement from the Applicant's joiner as it is dated in 2023. They do not consider that there is support and evidence for a damages claim. They were aggrieved that the application came two years after the tenancy ended. They said that they had

not seen the condition of the floorboards as they were not permitted by the Applicant to do so. They accepted the damage to the bedroom carpet and blind but consider that this was dealt with by the deposit scheme adjudication. The Respondents maintain that the gravel was left clean. They noted that this, along with the wardrobes, was not considered by the deposit scheme adjudication as there was lack of sufficient evidence. The Respondent do not accept liability for all of the decoration costs. Their position is that the upstairs bedroom decoration costs fall within the deposit scheme return of the deposit. Their view is that this matter has been settled by the deposit scheme and that there is no betterment applied.

- 55. The Respondents lodged replies to communications with the Housing and Property Chamber administrative team.
- 56. They lodged the report from Safe Deposit Scotland regarding the return of the lease along with final decision.
- 57. The Respondent also lodged an invoice from Deep Clean dated 3rd July 2020.
- 58. The Respondents lodged photos of the Property which included photos of the garden, hallway, living room carpet, upstairs bedroom carpet and wall. The Respondents also submitted a screenshot of the dated the photo was taken from the meta data.
- 59. The Respondents lodged communications between the Guarantor Agent and the Applicant in terms of negotiations and rent payments.

Findings in Fact

- 60. The Parties entered into a PRT on 28th November 2020.
- 61. The rent charge for the Property was £675 which was paid on 28th day of each month.
- 62. Notice to Leave was served on the Respondents on 22nd February 2020.
- 63. A deposit of £1000 was paid by the Respondents. This was lodged in Safe Deposit Scotland.
- 64. The Respondents left on or around 1st July 2020.
- 65. At the end of the tenancy the Applicant applied to the deposit scheme to have the deposit returned to him. The Respondents objected to this. The deposit scheme decided that £510 should be retained by the Applicant and the remaining £490 returned to the Respondents. The reduction was in terms of the upstairs blind and the carpet in that room. It deemed the evidence for the downstairs carpet and gravel to be inconclusive.
- 66. It was agreed between parties that three cats and two dogs could live in the Property.

67. There were at least 6 cats in the Property for at least one week. The cats were kept in the upstairs bedroom predominately.
68. Due to the presence of cat urine the floorboards and carpet in the bedroom required to be replaced.
69. They were two wardrobes in the Property at the start of the tenancy. The Applicant agreed that he was no longer seeking for the recovery of the cost of the wardrobes. The wardrobes were damaged by the cats.
70. The Property required to be redecorated after the Respondents had left the Property.
71. The Respondents left the Property during the Covid pandemic. There were a number of restrictions for the duration of 2020 which affected working conditions and buying items due to manufacturing and other issues. It was difficult to obtain the services of tradesmen at that time. It was also difficult for them to source the materials that they required.
72. The Applicant lodged invoices and quotations for all that he claimed.
73. The Applicant lodged a bank statement dated 18th January 2021 showing payment for items claimed with exception of the wardrobes.
74. It was agreed between parties that there are no outstanding rent arrears.
75. The carpet in the living room had a large amount of dog hair on it. The Professional cleaners were not able to remove the dog hair.
76. There was dog faeces in and amongst the chipped stones in the garden area. The gravel was replaced as a result of the dog faeces being in it.
77. An inventory was undertaken by Savills on 20th July 2020. The outcome of the inventory was indicated to the Applicant on 29th September 2020. This included photos of the Property. The inventory stated that there was dog hair on the living room carpet and that though it had been cleaned professionally it remained soiled.
78. There was damage to the blind in the bedroom.
79. There was damage to the walls and woodwork in the bedroom. This required to be decorated.
80. The Tribunal has authority to adjudicate on this case.

Reason for decision

81. The Tribunal looked at the claimed damaged to the Property. It was accepted by the Respondents that there had been damage to the Property but only to the extend of the £510 which the deposit scheme had returned to the Applicant to retain for the upstairs carpet and blind. The Applicant had lodged vouching in the form of invoices and estimate together with a bank statement showing payment.
82. The Tribunal decided that with the evidence presented that there was cause to make an award to the Applicant for some of his claim. The Tribunal noted that in the Applicant's submission at page 145 of his direction stated how much he was seeking and gave a calculation as to why. The Tribunal used this as the base for their decision as per the direction issued on 19th December 2024.

Living room carpet and flooring –

83. An end of tenancy inventory was undertaken by Ms Lauren Neill of Savilis estate agents. While this was instructed by the Applicant the Tribunal considered that Ms Neill has professional qualifications namely MARLA ("Member of the Association of Residential Letting Agents") and MRICS ("Member of the Royal Institution of Chartered Surveyors"). These memberships are of professional bodies and it is reasonable to expect that Ms Neill would have a professional duty to submit a balanced report. It was clear from the report that there was damage consistent with the Applicant's claim. Photographic evidence supported the report. The Tribunal preferred this piece of evidence to any which had been lodged by the Respondents as it came from a person who has a professional duty when undertaking such tasks. The photographs were clear to indicate the areas of damage. The Respondents submitted photographs within their submission. These photos did not show all of the carpet. This is contradictory with the evidence from the letting agent and the cleaner which corroborated each other. Dirt may not always show in photographs though it was clear on the inventory photographs. On balance the Tribunal considered that the carpets were as described by the letting agent and the cleaner. While the Respondents state that their cleaner had let the Applicant in during the cleaning process. This is not a matter for the Tribunal. The Respondents also stated that there is no evidence of the state of the carpet at the start of the tenancy. The Respondents entered into the Property willingly and without known external pressures. There was no evidence that the carpets were either new or old. The issue was the pet hair on the carpet. The Respondents admit that they had at least two dogs and three cats in the Property. There is no note of them raising such issues at the beginning of the tenancy and it is reasonable, on balance, to presume that the Respondents were satisfied with the carpets on entry. The Tribunal noted that it was reasonable that the carpet had wear and tear. The Tribunal considered the Principle of Betterment and deducted 20% from what was claimed by the Applicant in order represent wear and tear. The Tribunal found in favour of the Applicant on this point but that this was limited only to the upstairs bedroom carpet and the downstairs carpet but not the stair carpet.
84. The Respondents disputed that the cats urinated anywhere but in their litter trays. There was linoleum put on the floor that in room by the Respondents. It

is clear from the photographs submitted by the Applicant that there were rips in the linoleum. It is reasonable to presume from this that any urine that could have been on the linoleum could have reached the carpet and floorboards. There were many cats in that room at points which would suggest that there may have been excessive urinating which could have affected the Property if the urine had penetrated the carpet and onto the floorboards. This was supported by the inventory report from the letting agent and the signed joiner's statement. The Tribunal preferred this evidence than that provided by the Respondents as it corroborates each other. Though not evidenced there remains, on balance, the possibility that the multi cat household could have caused such damage especially giving that there was no reporting of cat urine in that room at the start of the tenancy.

85. The Respondents said that they did not know about the removal of the flooring. This happened after the Respondents had left but it does not necessarily mean that there was a break in the causal chain as the damage was attributed to cat urine. Given that the Respondents did not complain of that room having been damaged from cat urine it is reasonable to presume that the cat urine was from their cats. It is reasonable to presume that it was cat urine as it is very distinctive but also that two separate professionals, the letting agent and the joiner, concluded that it was cat urine. The Applicant lodged a signed statement from the joiner. Though this is dated sometime after the Respondents left it referred to the work undertaken at that time and it was consistent with the claim that cat urine had damaged the Property floorboards. The Tribunal decided that, on balance, this could reasonably consider to relate to this time period. Particularly taken in with the Applicant's bank statement for payment to the joiner which was made on 28th August 2020 and that the statement referred to work which was invoiced on 1st August 2020. The statement was dated 31st August 2023. The Tribunal considered the Principle of Betterment and deducted 20% from what was claimed by the Applicant in to order represent wear and tear. The Tribunal found in favour of the Applicant on this point.
86. It was accepted by the Respondents that the carpet in the bedroom needed to be replaced. This point was not in dispute. However, the Applicant wished to recoup the cost of the replacement of the floorboards. In the inventory Ms Neill stated that the carpets needed to be replaced due to the damage from the Respondents occupation of the Property. The Tribunal preferred the evidence from the inventory compiled by Ms Neill of Savills and the messages from the cleaners. It was not in the interest of either of those people for the Applicant to replace the carpets. The Tribunal found this to be clear evidence that the carpets were damaged. The Tribunal does not dispute that the Respondents may have had the carpets professionally cleaned but it is clear from the inventory and the cleaners' messages that the living room carpets required to be replaced. The Tribunal decided that, on balance, the carpets could not be cleaned and required to be replaced due to the excess of dog hair on the carpet. However, the Tribunal considered that the principle of betterment had not been demonstrated as being considered. The Tribunal had no evidence to support the age carpets and what their original costs were. The Tribunal decided that a fair, reasonable and proportionate amount to deduct was 20%.

87. However, it is noted that the carpet cost includes the cost for the stair carpet. This is not part of the claim. The Tribunal considered that the only carpet cost which it could consider were for the living room and bedroom carpet.

Gravel

88. The Tribunal preferred the Applicant's evidence in terms of the dog fouling in the gravelled parts of the Property. There were many clear photos of faeces within gravel which we found to be consistent with a dog being allowed to foul in that area. We did not consider that the amount of £133.06 was exaggerated for the replacement of the gravel. From the inventory pictures provided there was sufficient faeces that it would have been unrealistic to remove each piece of faeces to return the gravelled area to a clean and faeces free again. The Respondents admitted that they had dogs. They lodged a photograph of the garden areas which also showed an outbuilding. This did not show detailed pictures of the gravel in the manner which was shown by the inventory. Again, the Tribunal considered the letting agent was a third party who had professional standards to meet during her compiling of the report. It was not unreasonable to presume that she would have made clear reporting on the position rather than providing an inaccurate view of the position. We preferred the evidence from the inventory on this point.

Blinds

89. the cost of the blind was admitted by the Respondents. The cost submitted was a reasonable amount for a replacement blind in the view of the Tribunal. There was no satisfactory evidence to dispute this point that this was an unreasonable cost. The Tribunal was satisfied that this should be awarded in favour for the Applicant.

Wardrobes

90. The Applicant stated that this was no longer being relied upon at the CMD on 23rd September 2023. The Tribunal accepted that the wardrobes were low cost which would suggest that they may not necessarily have been in good condition or likely to be robust to last. The consideration of betterment would have greatly reduced the cost due to a *de minimis* amount. The Tribunal was not clear whether it was agreed that they were to be removed by the Respondents or not the end of the tenancy. However, as it they were not in the inventory and the Applicant had stated that he was not relying on the wardrobes being included the Tribunal found that there was no payment due to the Applicant on this point.

Painting

91. The Applicant's claim involved redecorating costs. It was admitted by the Respondents that there was damage to the upstairs bedroom. This was limited to the amount of the deposit returned to the Applicant by the deposit scheme. The Tribunal considered the quote by the decorator. It was consistent with the inventory compiled by the letting agent. The Tribunal considered that these two

pieces of evidence corroborated each other. The Tribunal preferred this to the evidence presented by the Respondents which was not corroborated or provided by a third person to support their position. With at least three cats being in one room for an extended period of time is reasonable to presume that it is likely that there could be damage to the decoration in that room. The letting agent was clear that the holes in the wall needed to be repaired due to damage during the tenancy. This was supported by the inventory. The Tribunal preferred this evidence. The Tribunal found that the Applicant was due the cost of decorating cost as claimed less 20% to take into account the Principle of Betterment.

Cats

92. There was much discussion during the process of the application about the number of cats in the Property. The Appellant had permitted three cats and two dogs in the Property. The Respondent gave evidence that the cats remained in one room. The Applicant had realised that there were a number of other cats that could be seen from the window of the Property. There was doubt about the number of cats that there were in total. The Applicant suggested that there were up to 11 cats in total as he said this was what he had been told by the SSPCA. The Respondents denied this number of cats had been in the Property. It is clear from the photos submitted that there were in excess of three cats. The Respondents had a legal obligation to have no more than three cats. They admitted that there were more than three cats in the Property for a period of approximately one week. They had not informed the Applicant of this at the time. It was the opinion of the Tribunal that, on balance, their lack of transparency regarding this point did colour their evidence in terms of credibility to an extent. However, minor the Applicant considers this having the extra cats was a breach of the PRT. It is not unreasonable to conclude, on balance, that there could have been damage to the upstairs bedroom from multiple cats living in one room for the duration of the tenancy. The Respondents admitted damage but only to the extent of the award made by the deposit scheme.

Loss of rent

93. The Respondents left during the time when the Covid restrictions were about to be reduced. Throughout the country there was a difficulty in obtaining the service of tradesmen and for them in turn to resource the appropriate materials. The Applicant considers that as there required to be work undertaken in the Property that the Respondents should be liable for the period when the Property was to be let out. It is clear from the invoices that there was more work undertaken than that which arose from the Respondents use of the Property. Further a national or even global shortage of tradesmen and materials is beyond the control of the parties. Had it not been during such unusual times then the lag in the work being completed would not have occurred. The Tribunal did not accept that it was fair reasonable or proportionate for the Respondents to be placed with the burden of the loss of rent which may have been due to a global pandemic. The Tribunal did not make an award for the loss of rent.

Authority of the Tribunal

94. In terms of the Tribunal's authority versus the deposit scheme. The Tribunal is a higher authority. The deposit scheme will only take representations before making a decision. In the case of the Tribunal it is a full judicial process. Both parties have had an extensive opportunity to present their case. Both could have elected to get a professional representative such as a solicitor, though neither chose to do that. Both parties had the sight of each other's productions prior to the Tribunal making its decision. The Tribunal considers that it has the right to look at this decision again. Though noting that it is in agreement with the deposit scheme to the extent of the award which was made this does not prevent the Tribunal from examining the whole of the evidence presented and making the decision that it has made. The Tribunal is of the view that had the deposit scheme had the information that the Tribunal had before it then it would have reached a similar decision. The Tribunal accepts that the deposit scheme made a decision to allow the Applicant to receive £510 from the deposit. This amount has been deducted from the amount that the Tribunal has decided the Applicant is entitled to from the Respondent.

Other matters raised

95. It was noted that the Respondents had said that they had wished to have full details of the conversation between the Tribunal and the Applicant as per his email of 1st March 2025. This was not a conversation between the Tribunal and the Applicant but a conversation between a Housing and Property Chamber case worker and the Applicant. The caseworkers do not give advice nor do they speak on behalf of the Tribunal. The caseworkers will discuss the procedural aspects of the case.
96. The Tribunal was only looking to at issues raised within the application in terms of damages claimed. Issues were raised by both parties about the behaviour of the other party. The Respondents raised the issue of their neighbour being antisocial to them. The Respondents also raised issues about repairs not being undertaken in the Property. These issues are not within the scope of this Tribunal at this time.
97. The Respondents asserted that the Applicant took photos of the Property illegally. The Tribunal is not satisfied that there is evidence to support this point. It is also beyond the scope of this Tribunal this time. The Tribunal was satisfied to look at the evidence from both parties' responses to the direction. This has been fully explained above.
98. The Respondents objected to the late lodging of the Applicant's direction response. The Tribunal has judicial discretion to accept or refuse the documents. Given that the Tribunal were not able to meet until sometime later it was not considered prejudicial to either party and was allowed. In particular as the Respondents were able to document their response to the Applicant's direction response. The Tribunal considered that on balance, it was reasonable to accept the Applicant's response to the direction.

99. Given the age of the Property the Tribunal did not consider that damp was an issue. The Applicant had repaired the issue which cause dampness prior to the Respondents moving into the Property. The Tribunal did not consider that it had look at it any further.

Decision

100. The Tribunal found that the Applicant was entitled to painting costs of £511, flooring costs of £886.35, gravel replacement of £133.06, blind replacement of £94.60 and carpet replacement of £1565. This totals £3190. However, this does not address the that the deposit scheme had addressed some of the outstanding amount to £510. The Tribunal discounted the sum by £510 which brought a new total of £2680. The principle of betterment needed to be addressed. This is a matter of judicial discretion. On balance, the Tribunal considered that it fair reasonable and proportionate amount to reduce this amount by 20% to take into consideration wear and tear. There was no indication that all items were new when the Respondents moved into the Property. The Tribunal took this into consideration when reaching this amount. With this reduction the final amount due to the Applicant by the Respondent totals £2144.01.
101. The Applicant is entitled to an order for payment for £2144.01 to be paid by the Respondents.

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.

Gabrielle Miller

15th October 2025

Legal Member/Chair

Date