

Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ('The Procedure Rules) in relation to an application for civil proceedings relative to a Private Residential Tenancy under Rule 111 of the Procedure Rules.

Chamber Ref: FTS/HPC/CV/25/1085

Re:14/8, Hailesland Place, Edinburgh, EH14 2SL ("the Property")

Parties:

Edinburgh Living ("the Applicant")

Umega Lettings and Estate Agents (" the Applicant's Representative")

Lewis Slane residing at 9/1, North Bughtlin Brae, Edinburgh, EH12 8XB ("the Respondent")

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal")

Tribunal Members: Jacqui Taylor (Legal Member)

Background

1. The Applicant submitted an application to the Tribunal dated 10th March 2025 for payment of the sum of £7447 in respect of in relation to the Respondent's lease of the Property. The application stated that the Tenant had vacated the Property leaving £7447 in damages and theft of white goods. The Tenant had been unresponsive and Umega were required to pay for a trace on the vacating tenants in order to be able to apply for payment order.

2. The sum claimed was as follows:

£600 Removal of belongings.

£375 Cleaning

£1440 new flooring

£4164 redecorating due to damages.
£529 cost of new washing machine
£269 lock replacement to front door and mail box
£70 freezer drawers that were broken
£7447 Total sum due.

3. Documents lodged with the Tribunal.

Documents lodged with the Tribunal by the Applicant were:

- 2.1** A copy of the Tenancy Agreement.
- 2.2** A copy of invoices.
- 2.3** A copy of the legionnaires disease risk assessment.

3 By Notice of Acceptance by Fiona Watson, Convener of the Tribunal, dated 4th April 2024 she intimated that he had decided to refer the application (which application paperwork comprises documents received on 11th March 2025) to a Tribunal.

4. Case Management Discussion

The case called for a conference call Case Management Discussion (CMD) at 10am on 23rd July 2025.

The Applicant's Representative Claire Smith, mid market team manager with Umega Lettings and Estate Agents attended. The Respondent did not attend and was not represented.

No written responses had been received from the Respondent.

The Respondent had been served with notification of the CMD by Ellie McConnachie, Sheriff Officer, on 6th June 2025. The Tribunal were satisfied that the requirements of Tribunal Rule 29 had been complied with and continued with the CMD.

4.1 Ms Smith advised the Tribunal as follows:

4.1.1 She acknowledged that the check out report has not been provided but agreed to provide a copy.

4.1.2 The tenancy agreement refers to a second tenant who had vacated the Property previously.

4.1.3 The Respondent vacated the Property in October 2024.

4.1.4 The Respondent had paid a deposit which Safe Deposit Scotland had returned to the Applicant due to the outstanding rent arrears.

4.1.5 The Property was vacant from October 2024 to October 2025, whilst the redecoration and repairs were being carried out.

4.1.6 The application had been prepared by a colleague who was now on maternity leave. She did not believe that any allowance for wear and tear had been included in the claim but she would check.

4.1.7 The Property is a two bedroom flat. The Property was new at the start of the tenancy and consequently the condition of the Property was pristine at the start of the tenancy.

4.1.8 Lowther Homes had been the previous letting agent. Umega lettings took over the management of the tenancy in June 2023.

4.1.9 Lowther Homes did not provide a copy of the inventory at the start of the tenancy. She will check to see if they have any inspection reports throughout the tenancy and provide the Tribunal with copies, if they are available.

4.1.10 She will check to see if the Landlord carried out any redecoration throughout the tenancy.

4.1.11 She was not sure why all of the flooring had to be replaced but would confirm.

4.1.12 She will provide details of the items that had been left in the Property.

4.1.13 She will provide a copy of the invoice for the replacement washing machine.

4.1.14 The locks had to be replaced as the Respondent did not return any keys.

4.2 Outcome of the Case Management Discussion.

The Case Management Discussion was adjourned to a Continued Case Management Discussion.

5. Direction.

The Tribunal issued a Direction dated 23rd July 2025 in the following terms:

‘The Tribunal, on its own initiative and for the purpose of making inquiries, give the following Direction to the Applicant and the Respondent as to the conduct and progress of this Application in terms of Section 16 of Schedule 1 to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017: Documents the Applicant must produce to the Tribunal:

(i) A copy of the check out report.

- (ii) A copy of any inspection reports available.*
- (iii) Details of any redecoration carried out throughout the tenancy.*
- (iv) Written representations as to why the whole flooring in the Property had to be replaced*
- (v) Written representations detailing any wear and tear deduction that is appropriate.*
- (vi) Details of the items that had been left in the Property.*
- (vii) A copy of the invoice for the replacement washing machine.'*

6. Written Representations and Productions by the Applicant's Representative.

The Applicant's Representative sent the Tribunal an email dated 18th August 2025 in the following terms:

'Following the notice of direction please find the attached documents:

- Checkout report*
- Inspections carried out at the property: 16/06/2023 and 21/02/2024*
- No redecoration was carried out in the property by Umega and we are not in receipt of any evidence to suggest the previous managing agent carried any out. It's visible from the inspection report and checkout reports that the property was decorated by the tenant throughout the tenancy including wallpapering that had been torn off. Also evident from the checkout inspection is intentional damage to some walls in the form of what appears to be punch holes/marks or bigger. There is a history of antisocial behaviour at this property.*
- Invoice for replacement washing machine- this was stolen from the property*
- Flooring was intentionally damaged in the kitchen as is evident in the checkout report and there were stains throughout the carpeted areas in the property, again this is evident in the checkout report and inspections carried out throughout the tenancy by Umega.*
- Wear and tear has been taken into account in the following ways. The full cost to restore the property was: £8408.47 in total and we have requested to recover £7447 through application for a payment order. This takes into account wear and tear on the: freezer drawers and flooring.*
- The list of items left in the property is vast. Please see checkout report for items which required removals.*
- Invoice for washing machine replacement.'*

7. Second Case Management Discussion.

The case called for a conference call Case Management Discussion at 10am on 12th January 2026. The Applicant's Representative Claire Smith, mid market team manager with Umega Lettings and Estate Agents attended. The Respondent did not attend and was not represented.

No written responses had been received from the Respondent.

The Respondent had been notified of the Second Case Management Discussion by letter dated 11th November 2025. The Tribunal were satisfied that the requirements of Tribunal Rule 29 had been complied with and continued with the CMD.

7.1 Ms Smith's oral representations at the Second CMD in connection with the items of claim in dispute:

7.1.1 £600 Removal of belongings.

Ms Smith made no further comments.

7.1.2 £375 Cleaning.

Ms Smith acknowledged that the £15 washing machine deep clean charge should be removed.

7.1.3 £1440 New flooring.

Ms Smith advised that the Landlords usually fitted mid market range flooring. The flooring in the kitchen had been completely removed by the Respondent. The flooring throughout the remainder of the Property was badly stained and this was reflected in the end of tenancy condition report that has been produced. The claim for £1440 included a 50% deduction for wear and tear.

7.1.4 £4164 Redecorating due to damages.

Ms Smith advised that the Landlords usually decorate their rental properties in neutral tones. The Respondent had decorated the Property himself and fitted wall paper in some of the rooms. At the end of the tenancy some of the wall paper had been torn off and the decoration was in a particularly bad condition beyond wear and tear, reflected in the end of tenancy condition report that has been produced. However, she agreed that a deduction of £500 for wear and tear was appropriate.

7.1.5 £529 cost of new washing machine.

Ms Smith confirmed that the invoice for the replacement washing machine had been produced.

7.1.6 £269 lock replacement to front door and mail box.

Ms Smith advised that the locks had to be replaced following the eviction and the invoices have been produced.

7.1.7 £70 freezer drawers that were broken.

Ms Smith confirmed that the invoice for the replacement freezer drawers had been produced.

7.1.8 £7447 Total sum due.

Ms Smith acknowledged that the reduced sum sought was £6932 which amounted to the original sum sought of £7447, less £500 decoration wear and tear and less £15 washing machine deep clean charge.

8. Tribunal Decision

8.1 The Tribunal made the following findings in fact:

8.1.1 Edinburgh Living LLP were the Landlords named on the private residential tenancy agreement dated 10th July 2019.

8.1.2 Lewis Slane and Rachael McKinnon were the tenants named on the private residential tenancy agreement dated 10th July 2019.

8.1.3 The lease was a Private Residential Tenancy in terms of the Private Housing Tenancies (Scotland) Act 2016 ('The 2016 Act').

8.1.4 The commencement date of the lease was 10th July 2019.

8.1.5 Rachael McKinnon had previously vacated the Property.

8.1.6 Lewis Slane vacated the Property in October 2024.

8.1.7 The accommodation in the Property comprised two bedrooms, lounge/ kitchen, hall and bathroom.

8.1.8 Lewis Slane and Rachael McKinnon were the first tenants of the Property.

8.1.9 The Respondent had left a large amount of personal belongings and rubbish in the Property at the end of the Tenancy and the Applicant had arranged for them to be removed at a cost of £600.

8.1.10 The Property needed to be cleaned at the end of the tenancy at a cost to the Applicants of £375.

8.1.11 At the end of the Tenancy the flooring in the Property was damaged and heavily stained and the flooring in the kitchen had been removed. The Applicant had incurred the sum of £2880.07 for disposing of the old flooring and having new flooring fitted throughout the Property.

8.1.12 At the end of the Tenancy the decoration of the Property was in a poor condition and wall paper had been stripped from the walls and there were holes in the walls. The Applicant had incurred a redecoration charge of £4164.

8.1.13 The Applicant had not redecorated the Property or replaced the flooring since the start of the tenancy in 2019.

8.1.14 The washing machine was missing from the utility room at the end of the Tenancy and the cost of a new washing machine incurred by the Applicant was £529.

8.1.15 The Applicants had incurred a charge of £269 to replace the front door locks and mailbox.

8.1.16 The freezer drawer was broken at the end of the tenancy and the Applicants had incurred a charge of £70 to replace it.

8.2 Reasonable Care.

8.2.1 In terms of clause 17 of the tenancy agreement the Respondent agreed to take reasonable care of the let property and to ensure that the let property and its fixtures and fittings are kept clean during the tenancy.

In terms of clause 18 of the tenancy agreement the tenant is liable for the cost of repairs where the need for them is attributable to their fault or negligence.

In terms of clause 25 of the tenancy agreement the tenant agrees to replace or repair any of the contents which are destroyed, removed or lost during the tenancy, fair wear and tear excepted.

The Tribunal accepts the terms of the Applicants end of tenancy report dated 22nd October 2024 and in particular the following details:

‘Overall Condition: Terrible state, state of neglect.

Decorative order: Terrible condition, state of neglect, damage to walls and doors.

Flooring; Terrible condition, state of neglect heavily stained throughout. Kitchen floor ripped up.

Washing Machine: Missing from Utility Cupboard in the hallway.’

8.2.2 The Tribunal determined that the Respondent is liable for the costs incurred by the Applicant as a result of him breaching clauses 17,18 and 25 of the tenancy agreement, less wear and tear, as detailed at paragraph 8.6 of this decision.

8.3 Wear and Tear.

The Tribunal determined that the Respondent was not responsible for the cost of general wear and tear to the Property as clause 25 of the tenancy agreement states that 'fair wear and tear are excepted'.

The Tribunal accepted Ms Smiths representations that it was reasonable to deduct the sum of £500 from the redecorating cost due to wear and tear as the Property had not been redecorated since 2019 but it had been left in a very poor condition by the Tenant as had been evidenced in the condition report dated 22nd October 2024 that had been produced.

The Tribunal also accepted Ms Smiths representations that it was reasonable to deduct the sum of £1440.07 from the new flooring costs due to wear and tear as the Property had not been refloored since 2019 but it had also been left in a very poor condition by the Tenant as had been evidenced in the condition report dated 22nd October 2024 that had been produced.

8.4 Requirements of Section 111 of the Procedure Rules.

In connection with the requirements of section 111, the Tribunal determined that the Application correctly detailed the requirements of section **111(a) (i), (ii) and (iii)** of the Procedure Rules namely:-

- (i) the name and address of the Applicant.
- (iii) the reason for making the application.
- (ii) the name and address of the Respondent.

8.5 The Tribunal determined that the Application had been accompanied by the documents specified in **Section 111(b)(i) and (ii) and (iii)** of the Procedure Rules being the evidence already referred to in support of the application.

8.6 Outcome.

The Tribunal determined that the following sums are due by the Respondent to the Applicant:

Item of Claim	Sum claimed	Deductions Detail	Deductions Amount	Sum Due
Removal of belongings	£600	N/a	N/a	£600
Cleaning	£375	Washing machine cleaning charge	£15	£360
New Flooring	£1440	N/a	N/a	£1440
Redecorating	£4164	Wear and tear	£500	£3664
Replacement washing machine	£529	N/a	N/a	£529
Replacement locks and mailbox	£269	N/a	N/a	£269
Replacement freezer drawer	£70	N/a	N/a	£70
Total due				£6932

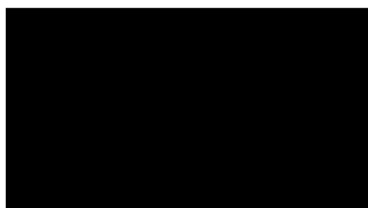
The Tribunal determined that the outstanding sum due by the Respondent amounted to SIX THOUSAND NINE HUNDRED AND THIRTY TWO POUNDS (£6932) and accordingly they issued an Order for Payment in this sum.

8.7 Joint and Several Liability.

Section 2 of the Tenancy agreement states that where there are two or more joint tenants each joint tenant is fully liable to the Landlord for the obligations of the tenants under the tenancy agreement. The Respondent is fully liable to the Applicant for the sums due.

9. 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.



Legal Member

12th January 2026