



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/24/5423

Property at 23 South William Street, Johnstone, PA5 8PA (“the Property”)

Parties:

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

Mrs Nina Harrison, Mr Jason Harrison, 15 McDowall Street, Johnstone, PA5 8QH; 2/1 11 Kennedra Drive, Linthouse, Glasgow, G51 4PX (“the Respondent”)

Tribunal Members:

Josephine Bonnar (Legal Member), Mary Lyden (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be granted against the Respondent in favour of the Applicant for the sum of £1701.33

Background

1. The Applicant lodged an application for a payment order in relation to the cost of re-instating the property at the end of the tenancy. The application was served on the Respondents and parties were notified that a CMD would take place on 28 May 2025 at 10am.
2. The CMD took place on 28 May 2025 by telephone conference call. The Applicant participated. Neither Respondent participated and there was no contact from them in advance of the CMD. Following the CMD, the Tribunal granted an order for payment. A decision with statement of reasons was issued to all parties.
3. Mr Harrison made an application for recall of the decision. He provided documents in support of a defence to the application. He stated that he had been unaware of the proceedings because the application had been served at Mrs Harrison’s address and she had not told him about it until she received the

decision. The Legal Member who had issued the decision, granted the recall request and continued the case to an in-person hearing.

4. The Hearing took place on 14 January 2026. The Applicant participated. Mr Harrison also attended.

The Hearing

Preliminary matters.

5. Mr Harrison told the Tribunal that Mrs Harrison would not be present because she had not been aware of the hearing until he mentioned it. He said that she had been experiencing problems with her mail for the last month. In response to questions from the Tribunal, Mr Harrison said that they had not discussed asking for a postponement. The Tribunal noted that Mrs Harrison had not contacted the caseworker to advise that she could not attend or to request a postponement. She has been notified in writing of the date and location of the hearing on 18 November 2025, almost two months before the hearing was due to take place. She had also failed to attend the CMD on 28 May 2025, although she had been aware of the date and time. The Tribunal determined that the hearing should proceed in her absence.
6. The Legal Member explained to the parties that, as the previous decision had been recalled, the Tribunal would be considering the case of new. Although all the documents lodged by both parties would be considered, the oral submissions made by Mr Lang at the CMD would not be taken into account. Mr Lang objected to this, stating that he had taken advice and did not agree. The Legal Member explained that the discussions at the previous CMD could not be considered, since neither the current Tribunal members nor the Respondent had been present. However, all the documentary evidence would be considered.
7. Mr Harrison said that he had brought a video with him on a memory stick. The Legal Member explained advised that it was too late to lodge the video. The Procedure Rule require all evidence to be submitted at least 7 days in advance of the hearing. In addition, the video could not be accepted in that format, and the tribunal has a process for the submission of video evidence. Mr Harrison said that the video had been taken by him on the day that the keys had been returned. However, it had been taken at night, in the dark, as the electricity had been cut off. As a result, it is of poor quality. In the circumstances, the Tribunal refused the request to submit the video evidence.
8. The Tribunal noted that the following matters required to be determined
 - (a) Are the Respondents liable for the re-instatement costs incurred by the Applicant following the end of the tenancy?
 - (b) What costs were incurred?

- (c) What was the condition of the property before the tenancy started and at the end of the tenancy?
- (d) Are any of the re-instatement costs due to wear and tear?
- (e) Are any of the re-instatement costs the responsibility of the landlord in terms of his repairing standard obligations?

The Evidence

- 9. Mr Harrison told the Tribunal that he moved out the property in 2022. Mrs Harrison did not want to tell Mr Lang as she was on benefits and was concerned that he would not want her to be the sole tenant. When they moved into the property in 2020, there were five of them – Mr Harrison, Mrs Harrison and their three children aged 11, 12 and 1. They also had 2 cats. Mr Harrison thought the property was in satisfactory condition at the end of the tenancy. However, he hadn't visited for a while, except to take the video in the dark.
- 10. The Tribunal noted that Mr Lang had provided a spreadsheet of all the costs incurred together with receipts and vouchers. On page 1 there is a general description – everywhere is filthy and needs a deep clean, flooring in hall and bedroom 4 knackered, section of flooring in bedroom 1 needs replaced, animal poo on floors, damage by cat to walls in lounge at dormer, lounge cupboard stinks of urine and excrement, hall carpet ruined, kitchen and bathroom filthy, cooker beyond economic repair. Mr Harrison said that there was mould in the property, but the level of cleanliness was fine. The flooring had been damaged by a flood and not repaired. He did not notice any animal poo when he took the video on 19 February. There were some cat marks on the wall and a lot of hair on the stair carpet. The only issue in the bathroom was the mould. The cooker was working as they had been using it. Mr Lang told the Tribunal that he took all the photographs of the property, except for those from 2020 which had been taken by his wife. He referred to some of the photographs during his evidence.
- 11. The items listed on the spreadsheet were discussed; -
 - (a) Cooker uncleanable and needs replaced. Mr Lang – He decided to replace the cooker as it was impossible to clean. It probably did work but the dirt was caked on and could not be scraped off. He did not regularly inspect the property as he has many properties. He gets feedback from the engineer who carries out the gas safety checks. He was probably last in the house when the double glazing was installed in 2021. He did go in 2023, following the flood, but doesn't remember the condition He was only in the hall. Mr Harrison - He didn't look at the cooker during the walk round so can't comment.
 - (b) Stair carpet. Mr Lang – Part of the carpet on the stair and landing had to be replaced. There was a smell from the carpet and no sign of litter trays. The underlay was stained and he thought the cats had used the landing as a toilet. Mr Harrison – there was a lot of cat hair on the carpet. There were litter trays. When he first separated from Mrs Harrison, he was at the house every day to see the kids. Before he moved out, he and Mrs Harrison's sister did the cleaning

due to Mrs Harrison's health issues. After he left, it would just be her sister.

- (c) Cleaning materials and time. Mr Lang – The whole house needed to be cleaned as shown in the photographs. In relation to the mould, this was due to lack of heat and ventilation. The property was not damp. There are gas central heating and a combi boiler. The tenants did not report the mould. Mr Harrison – the mould in the bathroom was due to the extractor fan not working as there is no window. He thinks it was reported when the repairs to the bathroom were being carried out. There was also mould in the corners of the bedrooms. There was no mould during the first 2 years of the tenancy. It developed in the bathroom after the flood. The heating was always on and windows open. A neighbour said that the property is affected by rising damp. The building used to be a factory. Mr Lang – He recently bought number 15 and is renovating it. There is no rising damp. The building used to be a rat trap factory
- (d) Extractor fan. Mr Lang – the tenant did not report that the extractor was not working. It was full of gunk and that was the reason. He just replaced it. It was installed in 2019 (approximately). Mr Harrison – you can see the mould round it. He can't remember when it stopped working and thought it had been reported.
- (e) Ikea lamp. Mr Lang – it cost £45 new, but he didn't buy a replacement. It fell apart when they moved it. He Mr Harrison – He has provided a photo of the lamp taken on 19 February. It was intact.
- (f) Bathroom handle – Mr Lang - A screw had been screwed into the handle, damaging it. Mr Harrison – Doesn't know anything about it but remembers when two doors were open at the same time the handles would become interlocked.
- (g) Walls in bedrooms needed repaired where damaged by wooden bits had been screwed in and stickers applied to the walls. Mr Harrison – the removal of the stickers should not have caused damage, but it is accepted they were there.
- (h) Silicon for bathroom. Mr Lang – had to replace all the silicon round the bath as it had not been cleaned and was filthy. This was not wear and tear. Mr Harrison – the whole bathroom was full of mould from the flood. Mr Lang – the fire brigade smashed some wet wall panels to stop the water instead of turning off the stop cock under the stairs. The hall floor was wet but dried out and did not need replaced
- (i) Living room cupboard – Mr Lang - It appeared that the cats had used it as a toilet, the beading had turned to mush. They used flooring that they already had to replace it. Mr Harrison – the cupboard was used to store toys, and he does not know anything about the alleged damage.
- (j) Bulb missing in bedroom light. Mr Lang – the bulb had been removed and not replaced. Mr Harrison – there was no power, so he was not able to check the lights.

- (k) Cat damage at dormer area. Mr Lang - there was damage caused by the cats scratching. Mr Harrison – not able to comment on that.
- (l) Bathroom mirror – Mr Lang - Damaged by condensation, moisture and lack of cleaning. Mr Harrison – it is in the room which was damaged by the flood.
- (m) Bedroom near bathroom (No 4), floor damaged by cat urine. Mr Harrison – this was Nina’s room and is next to the bathroom. It might have been flood damage. Mr Lang – the area affected was in the far corner, not near the bathroom. There was a smell of cat urine.
- (n) Paint for damaged doors and skirtings. Mr Harrison - can’t comment of that.
- (o) Replacement curtain poles as all roller blinds had to be thrown out. Mr Lang – the blinds were not replaced, and they just put up curtain poles instead. The blinds were dirty and, covered in cat hair.
- (p) Painting. Mr Lang – Has only charged 40% of the painting costs as not all the walls needed painted but were painted anyway to match the rest of the rooms. Robert Finna did the joinery work and had to remove a lock on one of the bedroom doors. Mr Harrison – doesn’t know anything about a lock. There was a mirror on the back of one of the bedroom doors which he fitted.
- (q) Outside cupboard, under the stairwell. Mr Lang – this had to be cleared as it was left full of stuff such as toys and cat accessories. Mr Harrison – that stuff did not belong to the tenants. They did not have key to the cupboard and did not use it. Mr Lang – does not have a picture from the start of the tenancy but it was full of cat stuff and the previous tenants did not have a cat.
- (r) Rubbish left on driveway. Mr Harrison – the Respondents have provided evidence that they paid for this stuff to be removed on 22 February 2022. Mrs Harrison was contacted about a complaint, so they arranged it. It included a wardrobe, 2 chests of drawers, a baby gate. Mr Lang – the stuff was definitely there the first time he went to the property. He was away for a few days after that – it is possible it was gone when he returned.

Final submissions

- 12. Mr Lang said that his allocation of costs to the Respondent has been fair. His application is supported by evidence. The Respondent’s position is not. Of the sums spent on the property, he has only passed on what was fair. He has over 50 properties and is a good landlord.
- 13. Mr Harrison said that the condition of the property might be connected to Mrs Harrison’s health as he does not know how often her sister was there to help. He also does not know when exactly she moved out. She is now in a Council adapted property.

Findings in Fact

14. The Applicant is the owner and former landlord of the property.
15. The Respondents are the former tenants of the property.
16. The Applicant has incurred costs re-instating the property at the end of the tenancy because of neglect by the Respondents.
17. The property was in a dirty condition at the end of the tenancy. The whole property required to be cleaned.
18. Parts of the property were covered in cat hair and cat faeces at the end of the tenancy.
19. The carpet on the stairs and landing was heavily stained and covered in rubbish and cat hair at the end of the tenancy. Parts of the carpet required to be replaced.
20. Walls, doors and flooring were left in a damaged condition at the end of the tenancy. The Applicant required to repair the damage, paint and replace flooring.
21. The cooker and oven at the property was covered in grease, dirt and the remains of food at the end of the tenancy. The cooker could not be cleaned and had to be replaced.
22. The window blinds at the property were heavily stained at the end of the tenancy. The Applicant replaced these with curtain poles and did not purchase new blinds.
23. The Applicant had to replace a missing bulb and plugs at the end of the tenancy.
24. The extractor fan in the bathroom was not in working order at the end of the tenancy.
25. The Respondent left items of furniture in the driveway of the property but later arranged for these to be removed.

Reasons for Decision

26. The tenancy agreement signed by the parties is a standard model Private residential tenancy with the usual clauses about the care and maintenance of the property. The tenant was required to take reasonable care, keep the property heated and ventilated and to keep fixtures and fittings clean. The Landlord's statutory repairing standard obligations were also incorporated into

the contract. The tenant undertook to report any repair issues promptly. The parties agreed that the tenant would be liable for the cost of repairs where these were due to neglect or the fault of the tenant. The tenancy also required the tenant to provide access for inspection, repairs and maintenance, although the Applicant does not appear to have invoked this clause. Given the requirements of the Housing (Scotland) Act 2006 in relation to the repairing standard, responsible landlords are expected (either in person or by an agent) to inspect their rental properties to ensure that they meet the repairing standard. Repair issues should also be reported, but a landlord should not rely on this requirement. However, the Tribunal is satisfied that the Applicant is entitled to recover the costs incurred by him which are due to neglect or fault on the part of the tenant.

27. The Tribunal found Mr Harrison to be generally credible. However, he told the Tribunal that he had not lived in the property for the last 2 years of the tenancy. He also said that he had not been inside the property for several months before the tenancy ended, except when he took a video during a walk round in the dark. He is also not sure when Mrs Harrison moved out. As a result, he was only able to give very limited evidence about the condition of the property. The Applicant was more reliable in this regard, largely because of the documentary evidence that he provided. However, it was clear that his actual recollection of the events was limited. He told the Tribunal that he owns a lot of rental properties and manages them himself.
28. The Applicant lodged a few photographs of the property taken in 2020, before the start of the tenancy. There is one of the kitchen, several of the bedrooms and one or two of the hall and landing. These show the property to be clean and in reasonable condition. The Applicant also lodged a large number of photographs taken on various dates after the property was recovered. Although these are dated, the photographs do not identify the location. Some are obvious, but others are less clear. They also appear to be in no particular order and there are many duplicates. The Applicant also submitted photographs taken during and after the remedial work. The Applicant referred to some of these photographs during the hearing.
29. The Applicant's spreadsheet sets out in the details of the claim. Although the items are initially numbered, the numbering stops after "4" and thereafter it is sometimes difficult to follow. Some items feature several times on the spreadsheet with separate entries for materials and labour. The Applicant also provided invoices and receipts for purchases and work carried out by contractors.
30. Based on the documents and the Applicant's oral evidence, the following has been established;-
 - (a) The property was extremely dirty throughout. It had clearly been neglected with no cleaning or housework carried out in many months, or longer. The photographs show dirty walls, floors, doors, skirtings, plug sockets, stair carpet, blinds, the whole kitchen and bathroom.

- (b) Many parts of the house were covered in cat hair. This included the stair carpet, the landing, skirtings and sockets. Floors in several rooms were also covered in cat faeces.
- (c) The stair/landing carpet was also covered in rubbish and badly stained.
- (d) The bathroom and the corners of other rooms were affected by mould.
- (e) There was damage to laminate flooring in some rooms
- (f) Walls were damaged by holes, stickers and cat scratches.
- (g) The oven and oven trays were covered in dirt, grease and the remains of food.
- (h) The extractor fan in the bathroom was clogged with dust
- (i) There were discarded items in the external cupboard and on the driveway.

31. Based on the evidence, the Tribunal is satisfied that the following costs have been established; -

- (a) Replacement of the cooker. Although Mr Harrison insisted that this was in working order, he had not been in the property for some time before the tenancy ended. The photographs suggest that the oven may not have been used in some time, due to its condition and the Tribunal accepted the Applicant's evidence that he had been unable to clean it. There are three charges related to this - £219.54 for the new cooker, £15 to remove and take the old one to the dump and £15 to collect the new one, install it and dispose of the ruined cooker. There seems to some duplication in relation to the two £15 charges. The Tribunal is satisfied that the Applicant is entitled to one of these and the cost of the cooker – a total of £234.54
- (b) Stair carpet. The Tribunal is satisfied that the condition of the carpet was such that some of it required to be replaced. The carpet was not only covered in rubbish and cat hair but was heavily stained. The Applicant is entitled to the sum of £119.54.
- (c) Cleaning costs. The Tribunal is satisfied that the property required a deep clean throughout and that the Applicant is entitled to an order for the associated costs of £272.08
- (d) Repair to and reinstatement of walls and doors, including painting and filling in holes. The Tribunal notes that the Applicant has only allocated 40% of the painting costs to the claim. Based on the photographs lodged, a number of doors and walls were damaged and stained and this seems a reasonable apportionment. The sums due are: - Replacement bathroom door handle - £15.99, Caulk - £3.57, Filler - £10, Undercoat and satin - £38.78, Removal of stickers and glue marks - £ 22.50, Paint - £17.07, Emulsion - £132, Cat damage in the lounge - £46.18 and the sums paid to the painter - £421.20. A total of

£707.29.

- (e) Damaged flooring. The photographs show that some areas of flooring were damaged and required to be replaced. Although the Tribunal heard evidence that there had been water damage due to a burst pipe, the damaged flooring referred to in the application is not in the bathroom or hall. The charges relate to the living room cupboard and the bedroom. The Applicant is entitled to the cost of the flooring and the contractor invoices – a total of £506.99.
- (f) Curtain poles. The Applicant provided photographs showing the blinds to be badly stained. Instead of replacing these, the Applicant fitted curtain poles at a cost of £60. He said that the cost of replacement blinds would have been £76. The Tribunal is satisfied that the Applicant is entitled to an order for £60, being the sum actually incurred.
- (g) Replacement lightbulb (£5) and bath and sink plugs (£6.18). The photographic evidence established that these were missing and required to be replaced. The Applicant is entitled to an order for £11.18.

32. Based on the evidence the following have not been established

- (a) The replacement extractor fan. The Tribunal is not persuaded that this is due to the neglect or fault of the Respondents. The fan was clogged with dust, but that is not uncommon and does not always affect the mechanism. To provide a functioning form of ventilation in the bathroom is part of the repairing standard. The defect should have been reported. However, the Applicant could also have discovered that it was not working if he had inspected. Either way, unless there was clear evidence that the tenants had damaged it, the Applicant would have been responsible for its replacement. The fan had been installed several years previously, and it may have simply reached the end of its life.
- (b) The Ikea lamp. Like many items purchased from Ikea, the lamp was not particularly expensive. The Applicant also failed to provide any evidence that it had been purchased recently. He told the Tribunal that sometimes he takes items from his own home which are no longer wanted and puts them in his rental properties. The lamp is unlikely to have been worth very much at the end of the tenancy, even if it had been intact, and the Applicant did not purchase a replacement.
- (c) Mould sprays, silicon for bathroom, bath seal, mould remover, grout cleaner, sealants, shower screen door seal and work carried out by contractor to the bathroom. The Tribunal was not persuaded by the Applicant's claim that the mould and damage to seals were attributable to neglect by the tenant. The bathroom had been flooded following a burst pipe and must have taken some time to dry out. The bathroom has no window and was wholly dependent upon the extractor fan, which was not working. The Applicant did not arrange for damp specialist to investigate the cause of the mould. Furthermore, damage to seals round baths and showers is a common occurrence and the repair or replacement of these is part of the routine maintenance of a property.

- (d) Bathroom mirror. It is not unusual for mirrors to become tarnished over time, particularly when located in a room where there is excessive moisture. There is no evidence that the condition of the mirror was due to neglect or fault on the part of the Respondents.
- (e) The removal of the rubbish and discarded items. The claim includes a charge of £45 for the removal of discarded items from an outside cupboard and the driveway of the property. In relation to the former, the Applicant was unable to provide a photograph or other evidence that the cupboard had been empty when the Respondents moved in. Mr Harrison said that they had never used the cupboard as they did not have a key. The Tribunal is not persuaded that the items in question belonged to the Respondents, just because they were the kind of things that the Respondents were likely to possess. The cupboard was outside the property, and the items may have been left by a previous tenant or the occupier of another property in the building. The Tribunal is also not satisfied that it was the Applicant who removed the items on the driveway. He did not provide a receipt or invoice as he said that he carried out the work himself. When pressed, the Applicant conceded that he could not remember doing so. He was certain that the items were there when he first went to the property. However, they may have gone by the time he returned, a few days later. Mr Harrison was adamant that Mrs Harrison had arranged an uplift of the items, because she received a complaint. In the circumstances, the Tribunal is not satisfied that this charge has been established.
33. The Tribunal is therefore satisfied that the total costs incurred which are attributable to the fault or neglect by the respondents is £1911.62. In terms of the spreadsheet, an overpayment of rent - £210.29 - requires to be deducted. The sum due to the Applicant is £1701.33.

Decision

34. The Tribunal determines that a payment order should be granted against 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.



Josephine Bonnar, Legal Member

11 February 2026