



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)  
Act 2014**

**Chamber Ref: FTS/HPC/CV/24/2593**

**Re: Property at Flat 7 2 Toward, 31 Greenock Road, Wemyss Bay, PA18 6DT  
("the Property")**

**Parties:**

**Invergower Estates Ltd, 30 East Main Street, Darvel, KA17 0HP ("the Applicant")**

**Ms Barbara MacKay, 5 Dorset Road, Greenock, PA16 0LL ("the Respondent")**

**Tribunal Members:**

**Mary-Claire Kelly (Legal Member), Frances Wood (Ordinary Member) and Elaine  
Paton (Legal Member [Observer])**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the  
Tribunal") makes and order for payment in the sum of FIVE HUNDRED AND  
TWENTY-FOUR POUNDS AND SIXTY-FIVE PENCE (£524.65)**

**Background**

1. By application dated 4 June 2024 the applicant seeks an order for payment in respect of outstanding rent and to cover the cost of repairs and redecoration carried out after the tenancy ended. The case was heard alongside an application submitted by the respondent seeking an award under regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 under reference FTS/HPC/PR/24/2181.

2. Case management discussions ("cmds") took place on 24 September 2024 and 14 March 2025. The applicant sought an order for payment in the sum of £3040.09 plus interest at the rate of 8% comprising:

- Redecoration costs - £1350
- Replacement kitchen units and installation costs - £993.29 and £535
- Cleaning costs- £37.50
- Repairs to internal doors - £50
- Outstanding rent - £74.30

3. The case was continued to an evidential hearing to resolve the following issues:

- (a) Is the respondent liable for costs arising from damage to the property beyond reasonable fair wear and tear when the tenancy ended?
- (b) What is the level of any damages in the event that the respondent is found to be liable?
- (c) Is the respondent liable for outstanding rent arrears due at the date the tenancy terminated?

4. The evidential hearing took place via videoconference on 24 September 2025 and 29 January 2026. The Landlord was represented by Mr Johnstone, Director of Invergower Estates Ltd. The respondent, Ms MacKay attended on her own behalf. The Tribunal heard evidence from Mr Johnstone and Ms MacKay. The applicant called 2 witnesses, Smyth Ramage, painter and decorator and Alice Seggie, an employee of the applicant.

5. In advance of the evidential hearing the applicant lodged written representations, photographs and documents including copy tenancy agreement, form AT5, photographs taken after the tenancy ended and invoices relating to works carried out after the tenancy ended. The respondent lodged written representations, photographs of the property, invoice for redecoration costs, bank statements and copy text messages/correspondence between the parties.

### **Findings in fact**

6. The Tribunal finds the following facts to be admitted or proved:

- a) Parties entered into a tenancy agreement with a commencement date of 8 March 2010.

- b) The respondent gave notice of termination of the tenancy by email on 29 February 2024.
- c) In terms of the tenancy agreement parties required to give one month's notice of their intention to terminate the tenancy agreement.
- d) The tenancy agreement terminated on 29 March 2024.
- e) Outstanding rent due when the tenancy terminated amounted to £37.15.
- f) The respondent had resided in the property with her 2 children and pet dog.
- g) The applicant incurred a cost of £50 repairing damage to the internal doors caused by the respondent.
- h) During the tenancy period the respondent had redecorated a number of rooms within the property by painting them in dark colours.
- i) After the respondent gave notice of termination of the tenancy parties were in agreement that the property required to be redecorated. It was agreed that 3 quotations would be obtained and that the respondent would be responsible for the redecoration costs.
- j) The applicant sought to include the cost of redecoration of the ceilings and woodwork including the windows and French doors and windows in the quotations.
- k) The respondent did not agree to covering the cost of repainting ceilings and woodwork including windows and French doors.
- l) Prior to the tenancy terminating, the respondent instructed Steven Leslie, painter and decorator to repaint the walls within the property without prior agreement with the applicant. No redecoration was carried out to the ceilings or woodwork. The cost to the respondent was £900.

- m) The ceilings in the property were not left in a reasonable condition at the date the tenancy terminated.
- n) Shortly after the respondent moved out of the property the applicant instructed Smyth Ramage to redecorate the property including painting the ceilings and woodwork, including windows and French doors at a cost of £1350.
- o) The kitchen within the property was installed in or around 2005/2006.
- p) The respondent left the kitchen in a clean and tidy condition.
- q) At the date of termination of the tenancy the cupboard door below the kitchen sink had an area of damage, wear had taken place near handles and one of the drawers was not functioning. The respondent had replaced the kickboards as they had become unsightly.
- r) The applicant instructed replacement of all kitchen doors, plinths and cornices following the termination of the tenancy.
- s) The deterioration of the condition of the kitchen was not attributable to the respondent's conduct but was due to fair wear and tear during the tenancy.
- t) Prior to leaving the tenancy the respondent cleaned the property however stickers were not removed from light sockets. The respondent incurred an outlay of £37.50 arranging for the removal of the stickers.

### **Reasons for the decision**

7. The Tribunal took into account the application, written submissions, photographs and documents that had been submitted in advance of the hearing together with the oral evidence of the parties, Ms Seggie and Mr Ramage at the hearing.

8. At common law a tenant has a duty to take reasonable care of the property. The tenant will be liable for damage caused by their negligence. (*Mickel v McCoard* 1913

SC 896). The lease entered into by parties set out the respondent's contractual obligations at clause 3 and includes an obligation to maintain the flat, keep the flat clean, make good damage and not to alter any part of the property.

9. The applicant is not entitled to claim damages for deterioration of the property which is attributable to fair wear and tear. Fair wear and tear is the natural deterioration of an item over time when it is used in the normal way.

10. Outstanding rent: the Tribunal took into account the terms of the tenancy agreement which stated that one month's notice was required. It was not disputed that notice had been given by email on 29 February 2024. A copy of the email had been produced. The Tribunal finds that in terms of the lease the tenancy terminated on 29 March 2024. The respondent had returned the keys of the property and moved out on 28 March 2024. The previous rental payment for one calendar month had been received on 28 February which meant that 2 days rent were outstanding at the date of termination amounting to £37.15.

11. Cleaning costs: The respondent stated in her evidence that she was a professional cleaner and had cleaned the property thoroughly however she had been unable to remove the glitter stickers from the light switches. The Tribunal accepted Mr Johnstone's evidence that an outlay had been incurred due to the stickers which was supported by an invoice dated 10 April 2024 in the amount of £37.50 relating to cleaning of the flat. The Tribunal determined that the applicant reasonably expected stickers to have been removed and that the outlay was as a result of the respondent's conduct.

12. Redecoration costs: It was not disputed that the respondent had painted the property in dark colours and that it would require to be redecorated to return the interior to a neutral colour. It was not disputed that the respondent instructed a decorator to repaint the walls within the property in white at a cost of £900 prior to returning the keys to the property. It was not disputed that the applicant had not carried out any redecoration in the property throughout the 14 year tenancy period.

13. Parties were in dispute regarding whether the respondent should reasonably be expected to cover the cost of the additional redecoration carried out by Smyth Ramage which including repainting the woodwork including windowsills, radiators, French doors and ceilings. Mr Johnstone stated that the ceilings had been heavily marked as a result of the redecoration carried out by the respondent. He referred to photographs that had been submitted. Mr Johnstone did not question the quality of the painting on the walls carried out by the respondent but maintained that splashes of paint on the ceiling, radiators and woodwork required to be redecorated. He stated that it would not have been possible to re-let the property without the additional redecoration by Smyth Ramage having been carried out.

14. Mr Ramage had given evidence that he had repainted the ceiling, radiators and woodwork. He stated that the ceilings required repainting as there had been marks from previous redecoration on them. He stated that the woodwork and radiators were also in a condition that required repainting.

15. The respondent disputed that she should have been asked to cover the cost of a full redecoration including the ceilings and woodwork. She stated that this would amount to her bearing full redecoration costs and would place the applicant in a better position after a lengthy tenancy than was to be expected. She stated that she took steps to return the walls to neutral décor which covered her duties as a tenant.

16. The Tribunal determined that the woodwork and radiators would have required redecoration before re-letting as a result of fair wear and tear over 14 years. However, on balance the Tribunal determined that the redecoration to the ceilings in the property was due to the conduct of the tenant in instructing redecoration on 2 occasions without the applicant's consent. The Tribunal gave particular weight to the photographs that had been submitted by both parties in assessing that there had been an impact on the ceilings by the respondent's conduct. The sum sought by the applicant of £1350 included redecoration of all woodwork, walls and ceilings. The Tribunal determined that it was fair and proportionate to award £400 to the applicant to cover the cost of repainting of the ceilings to make good damage caused by the respondent.

17. The kitchen: The applicant sought to recover costs for replacement of all kitchen doors, plinths and cornices, and kickboards. Mr Johnstone stated that the respondent's dog had damaged a cupboard door below the sink which was visible in the photographs that had been submitted. He also referred to an area of damage around a handle and an issue with the drawers. The respondent stated that the area of damage to the cupboard door was due to water from the sink. She accepted that there had been an area of damage to one of the doors caused by a device designed to prevent a child opening the fridge, but stated that the drawer should have been capable of a straightforward repair as one of the sliding rails had come off but could have been refixed. She further stated that she had replaced the original kickboards to make the property look better before reletting. She stated that the damage was fair wear and tear and that she should not be liable for the replacement of the entire kitchen.

18. The Tribunal had regard to the photographs that had been submitted which showed that the kitchen had been cleaned and appeared to be in reasonable condition when the respondent left the property. The Tribunal took into account that the only cupboard damaged was below the sink which indicated that it may be due to dripping water. The Tribunal gave weight to the fact that the kitchen was of average quality and had been in situ for approximately 20 years. It was to be expected that the kitchen would have deteriorated over that time scale. The Tribunal determined that the damage to the kitchen was as a result of fair wear and tear and makes no award in respect of this item. The Tribunal determined that awarding damages in the amount sought would have placed the applicant in a better position with a new kitchen at the expense of the tenant.

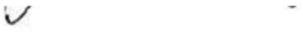
19. Internal doors: The respondent stated in her evidence that she accepted that this repair had been necessary as a result of her conduct and accepted liability for the sum of £50 sought.

20. The Tribunal makes a total award of £524.65 in favour of the applicant. The Tribunal declines to award interest at 8% on the sum awarded.

## 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.

Mary Claire Kelly

  
Mary Claire Kelly

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Legal Member/Chair

29 January 2026  
Date