



**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/24/4776**

**Re: Property at 16 Gordons Mills Crescent, Tillydrone, Aberdeen, AB24 2YN (“the Property”)**

**Parties:**

**Mrs Ashleigh Lowe, 110 Don Street, Woodside, Aberdeen, AB24 2SB (“the Applicant”)**

**Mr Taiwo Bello, Mrs Shola Bello, 76 Castle Terrace, Aberdeen, AB11 5DZ (“the Respondents”)**

**Tribunal Members:**

**Ms H Forbes (Legal Member) and Mr A Khan (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that no order for payment should be granted.**

**Background**

1. This is a Rule 111 application where the Applicant is seeking the sum of £472.15 from the Respondents in respect of damages and cleaning costs following a private residential tenancy between the parties, which commenced on 29<sup>th</sup> May 2023 and ended on 1<sup>st</sup> July 2024. The Applicant alleged that the total sum of £1097.15 was due, and this has been reduced by the sum of £625 deposit, returned to the Applicant by the Tenancy Deposit Scheme (“TDS”).
2. A Case Management Discussion (“CMD”) took place by telephone conference on 8<sup>th</sup> October 2025. The application was continued to a hearing. The Tribunal issued a Direction.
3. By email dated 26<sup>th</sup> October 2025, the Applicant lodged further documentation in response to the Direction.

4. A hearing to take place by telephone conference was scheduled for 10<sup>th</sup> February 2026. The Applicant was in attendance. The Respondent, Mr Bello, was in attendance and representing Mrs Bello. As a preliminary matter, it was discovered that the Respondents had attempted to lodge a video showing the condition of the Property in November 2025. The video had not been received. The hearing was adjourned to allow the Respondents to lodge the video and provide a brief description of the content of the video.
5. The Tribunal issued a Direction to the parties.
6. By email dated 8<sup>th</sup> March 2026, the Applicant responded to the Direction and lodged further representations.
7. By email dated 10<sup>th</sup> February 2026, the Respondents responded to the Direction and lodged the video of the Property.

### **The Hearing**

8. A hearing took place by telephone conference on 17<sup>th</sup> April 2026. The Applicant was in attendance. The Respondents were not initially in attendance, which delayed the start of the hearing. They joined the telephone conference at 10.30 am.
9. As a preliminary matter, the Tribunal confirmed that the issues to be determined were as set out in the email from the letting agent to the Applicant dated 25<sup>th</sup> October 2025, which listed items of damage in the sum of £460.
10. The Applicant confirmed that the sum of £57.35 included within the initial claim as set out in the application, purporting to cover blind replacement, was already covered within the claim of £169.80, which clearly set out that blinds within the Property had been repaired rather than replaced. The sum of £57.35 was to be deducted from the sum sought by the Applicant.

### **The Applicant's position**

11. The Applicant said she had been unable to provide any further information from the letting agent in regard to the costs sought, as the person who had dealt with this no longer works for the letting agent. The Applicant had asked the letting agent for information and had provided all information to the Tribunal. The damages were itemised as follows:

- Broken bedroom lamp shade - £10
- Burn on bedroom carpet - £60
- Broken shade lounge - £10
- Burn on kitchen flooring - £80
- Burn marks on worktop - £70
- Freezer broken drawer - £20
- Microwave damage - £30
- Bathroom flooring damage - £20

Bed frame and mattress staining - £100

Lounge carpet spill staining - £6

12. Responding to questions from the Ordinary Member, the Applicant confirmed that the Property had been sold after the termination of the tenancy. The Applicant said her solicitor had recommended that the furniture be sold under a separate agreement, following negotiation with the buyer. The Applicant said the furniture could not be sold due to its condition. Asked what loss she had suffered, the Applicant said she had lost £500 as she was unable to sell the furniture. Otherwise, the Property was sold in its current condition.
13. In going through the items on the email from the letting agent (p2/40) with the Legal Member, the Applicant said the figures quoted had been provided to her by the letting agent, and she was unable to provide any explanation as to how they were arrived at. The let of the Property was fully managed by the letting agent. The Applicant said some of the damage could be seen in the Respondents' video. The Applicant said the fridge freezer was a couple of years old at the start of the tenancy, but she was unaware of the cost of replacing a drawer. The Applicant said she understood there could be breakages during the tenancy. The Applicant said the mattress had been discarded. A new mattress was not purchased. The carpets were not replaced prior to the sale of the Property.

### **The Respondents' position**

14. The Respondents said the only damage obvious in the video was the burn on the kitchen floor. There was no burn on the bedroom carpet. The Respondents said some costs for cleaning had been double-charged. Nothing had been replaced, and no actual invoices had been provided. The Respondents said there was no allowance for fair wear and tear. They had been in the Property for over a year. The Respondents said the fridge freezer was not new. It was their position that everything was left intact. The Respondents said they cleaned the Property themselves, and it did not require professional cleaning. The Respondents said they had not contested the claim for the tenancy deposit as their son was ill at the time. They did not feel it would be fair for any further sum to be awarded to the Applicant.

### **Summing up**

15. The Applicant said it was clear her idea of cleaning was different to that of the Respondents. The Property had been her family home. The Applicant said she could do without the hassle of this matter, particularly as it had come on top of other stressful issues.
16. The Respondents did not add anything further.

## Findings in Fact and Law

17.

- (i) The Applicant was the heritable proprietor of the Property from 19<sup>th</sup> September 2016 to 1<sup>st</sup> September 2024.
- (ii) Parties entered into a tenancy agreement in respect of the Property which commenced on 29<sup>th</sup> May 2023 and ended on 1<sup>st</sup> July 2024.
- (iii) The Respondents paid a tenancy deposit in the sum of £625.
- (iv) The tenancy deposit was lodged with an approved tenancy deposit scheme.
- (v) In terms of clause 17 of the tenancy agreement, the Respondents agreed to take reasonable care of the Property.
- (vi) In terms of clause 25 of the tenancy agreement, the Respondents agreed to replace or repair or pay the reasonable cost of repairing or replacing any contents which were destroyed or damaged during the tenancy, fair wear and tear excepted.
- (vii) An inventory and inspection report of the Property was taken by the letting agent on 26<sup>th</sup> May 2023 prior to commencement of the tenancy.
- (viii) An inventory and inspection check-out report of the Property was compiled by the letting agent on 2<sup>nd</sup> July 2024.
- (ix) Following inspection, the letting agent considered the Property required cleaning and the removal of items left by the Respondents.
- (x) Following inspection, the letting agent reported certain damage to furnishings and fittings to the Applicant.
- (xi) The letting agent estimated the cost of cleaning, removal and damage to be £1039.80.
- (xii) The letting agent made a repayment request on behalf of the Applicant to the tenancy deposit scheme for the sum of £625.
- (xiii) The Respondents did not respond to the tenancy deposit scheme's communication regarding the Applicant's repayment request.
- (xiv) The tenancy deposit of £625 was repaid to the Applicant to cover the sum of £410 for cleaning the Property, removing items and cleaning a mattress, and a further £215 towards the other sums claimed.

- (xv) The Respondents breached clauses 17 and 25 of the tenancy agreement by failing to take reasonable care of the kitchen worktop, kitchen flooring, and bathroom flooring, and by failing to repair or replace broken lamp shades, a stained mattress, and carpets.
- (xvi) The Applicant suffered no loss as a result of the Respondents' breach.

## **Reasons for Decision**

### **Breach of the terms of the tenancy – majority view**

18. The findings in respect of the Respondents' breach of clause 17 of the tenancy agreement were not unanimous, and the finding of breach of that clause was reached by the Legal Member exercising their casting vote as provided by Rule 26(1) of the Procedural Rules.
19. The Tribunal, by majority view, was satisfied that, on the evidence before it, and on the balance of probabilities, the Respondents breached clauses 17 and 25 of the tenancy agreement. The tenancy lasted for 13 months. While some minimal wear and tear would be expected in that time, damage to worktops, flooring and kitchen goods would not be expected.
20. The Tribunal considered the terms of the inspection report of the Property prior to commencement of the tenancy. The Tribunal noted that there was no mention of damage to the kitchen worktop, kitchen flooring, bathroom flooring or microwave prior to commencement of the tenancy, nor did the photographs indicate any such issues. The inspection report stated that the carpets had signs of wear on walkways and furniture indentations. With the exception of a burn mark on the right-hand side of the window near the wall in the second bedroom, which appeared to be a different mark from that reported by the Applicant to the right-hand side of the bed, there was no mention of staining or spillage on the carpets. There was mention of a small stain on the mattress in bedroom one. Even with fair wear and tear, it would not be expected that a mattress would be so heavily stained after 13 months that it would require replacement, or that carpets would be heavily stained, burned or marked with spillage after a tenancy of this length.
21. There was mention of a crack in a freezer drawer in the inspection report prior to commencement of the tenancy, which may suggest further damage to the drawer occurred through fair wear and tear during the tenancy. There was insufficient evidence regarding the microwave and the cause of any malfunction to find a breach by the Respondents. These items were not included in the findings of breach of the terms of the tenancy by the Respondents.
22. The Tribunal had regard to the photographs and video provided, all of which supported the Applicant's position in terms of the condition of the Property before and after the tenancy. The Tribunal considered that it was entitled to rely on the terms of inspection reports provided by a bona fide letting agent

who had managed the Property throughout the tenancy, notwithstanding the lack of oral evidence from the letting agent.

### **Dissenting member**

23. The dissenting member did not consider that the evidence showed on the balance of probabilities that the Respondents had breached clause 17 of the tenancy agreement. In respect of clause 25 of the tenancy agreement, the dissenting member considered the only breach was in respect of the damage to the kitchen flooring, as admitted by the Respondents. The dissenting member was not persuaded that the inspection reports provided by the letting agent were sufficient in terms of their evidential value to enable the Tribunal to make such a finding when the letting agent was not there to speak to the evidence, and when the Applicant did not have any further information beyond what had been provided to her by the letting agent.
24. The dissenting member found the Respondents to be entirely credible and straightforward in their evidence, and the Applicant to be less credible. The dissenting member considered the issues within the Property to be relatively minor, and the Applicant's costs fully covered by the return of the deposit to her.

### **Unanimous decision on loss**

25. By unanimous decision, the Tribunal was not persuaded on the evidence before it, and on the balance of probabilities, that the Applicant suffered loss as a result of the Respondents' breach. The burden was on the Applicant to prove her loss, and the Applicant failed to do so. The Property was sold with no repair or replacement of items, such as flooring. The Applicant referred to a loss of £500 suffered as a consequence of the Respondents' breach, as she was unable to sell the furniture to the buyer of the Property due to its condition. The Applicant produced no evidence to substantiate this claim, which was raised for the first time during the hearing. No evidence was produced to show that the state of the Property as a result of the Respondents' breach led to a reduced price received at sale.
26. The Tribunal observed that, even if it had been proved that the Applicant had suffered loss, the evidence provided by the letting agent in respect of the breakdown of the sum of £460 was insufficient in that there was no indication of how the sum for each item was calculated, or whether fair wear and tear had been taken into account, and to what extent.
27. The Tribunal noted the decision of the Upper Tribunal for Scotland in *Mooney v Vincent (2025UT03)*, which confirms that, under Scots law, damages for breach of a tenancy agreement are compensatory. A landlord must prove actual loss caused by the breach. Where no remedial works are carried out, no costs are incurred, and there is no evidence of a reduction in the value of the property on sale, a breach of the tenancy agreement does not, of itself, entitle the landlord to an award of damages. The Upper Tribunal held that a

claim based solely on notional or estimated replacement costs, in the absence of proved loss, must fail. The Tribunal considers that principle to be directly applicable to the present case.

### **Decision**

28. No order for payment is made.

### **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.**



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**Legal Member/Chair**

**20<sup>th</sup> April 2026**  
**Date**