



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/25/2722

Re: Property at 4D Parterre, Irvine, KA12 0DA (“the Property”)

Parties:

Mr Carl Meigh, 23 Poplar Way, Ayr, KA7 3PQ (“the Applicant”)

Miss Amanda Clark, 7 Wellshot Road, Kennoway, KY8 5EG (“the Respondent”)

Tribunal Members:

Mary-Claire Kelly (Legal Member) and Ann Moore (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of ONE THOUSAND SEVEN HUNDRED AND SEVENTY-NINE POUNDS AND FORTY-FOUR PENCE (£1,779.44)

Background

1. By application accepted on 17 July 2025 the applicant seeks an order for payment in respect of rent arrears and damages arising from the condition of the property after the tenancy terminated.
2. The applicant submitted the following documents with the application:
 - Tenancy agreement
 - Copy bank statement

- Statement of costs paid to A Bruce
 - End of tenancy inventory
 - Rent statement
 - Invoice from Tapi Carpet and Fitting
 - Photographs of the tenancy
 - Notes of damage/missing items
3. A case management discussion took place via teleconference on 24 October 2025. Both parties were in attendance. The applicant sought an order for payment in the sum of £1,851.74 comprising rent arrears of £200.29 and damages incurred due to the condition of the property after deduction of the deposit of £495 paid at the commencement of the tenancy. The respondent opposed an order being granted. The respondent disputed the level of alleged damage to the property and disputed that the sum being sought in respect of the remedial works was reasonable. The Tribunal fixed an evidential hearing to consider the issues in dispute.
4. A Direction was issued to parties setting out information that the Tribunal required from parties. The applicant was requested to submit
- i. A copy of the inventory completed at the commencement of the tenancy.
 - ii. A copy of photographs if available taken prior to the commencement of the tenancy.
 - iii. A copy of photographs if available taken after the repairs works were carried out and prior to the property being re-let.
 - iv. An invoice from A. Bruce for works carried out to the property
5. The respondent was requested to submit:
- i. Written submissions stating which specific costs/outlays the respondent disputes with reference to the list of areas affected by damages submitted by the applicant.

- ii. If the respondent disputes the level of costs being charged for specific repairs/outlays, specific details of what she considers would be a reasonable outlay with alternative estimates/vouching if possible.
6. The applicant complied with the Direction. The respondent lodged written submissions but did not submit any additional documentary evidence.

Hearing – 21 April 2026- teleconference

7. All parties were in attendance. The Tribunal heard from each party in full relation to each alleged issue. The applicant sought an order for payment in the sum of £1851.74.
8. The respondent did not dispute liability for rent arrears in the sum of £200.29.
9. The applicant submitted a document breaking down the amount sought relating to each room in the property. The amount sought for each item in the room (outlays, materials, labour costs) was itemised. The amounts sought had in some cases been reduced by a percentage to reflect fair wear and tear or adjustment for other factors.

Evidence of the applicant

10. The applicant stated that he is retired and is the landlord of 2 other properties. He referred to the check in inventory and photographs that showed the condition of the property when the tenancy commenced. He stated that there had been a previous tenant in the property however the property was generally in good condition when the respondent moved in. The applicant stated that the upstairs carpet had been worn however it was still in a reasonable condition when the tenancy commenced. He stated that he had a good relationship with the respondent during the tenancy.
11. The applicant advised that most of the damage in the property had been due to the respondent's pet cats. He referred to photographs that showed how the cats had plucked the carpets and extensively scratched the wallpaper.

12. The applicant stated that he had paid the sum of £1,710 to A. Bruce for works carried out in the property to repair damage and restore the property after the respondent and her family moved out. The amount paid was broken down into figures for each room in an invoice that had been submitted. The applicant sought sums to cover the cost of redecorating the property to include woodwork, doors and carpets, and replacing the carpets.

13. In addition to the costs of redecorating the property and installing new floor coverings the applicant stated that his claim included the following amounts:

- Missing clip on entry phone - £10
- Missing door handle (downstairs hall) – £20
- Missing bulbs : £12
- Replacement light pendants (£2.65 x 2) - £5.30
- Oven cleaning : £30
- Cleaning tiles in bathroom: £16
- Replacing bath sealant: £28
- Cleaning stained carpet: £10
- Removal of items left in property : £45
- New door in bathroom: £85
- Unpaid rent: £200.29

14. The applicant stated that he was in a relationship with A. Bruce however, he submitted that that was not relevant to whether the amount sought was reasonable. He stated that it was open to the respondent's to provide evidence that the amounts being charged was excessive and they had not done so. The applicant stated that he had done his best to take into account areas were there had been fair wear and tear and had made adjustments to the total figure sought on that basis, for example he had reduced the amount sought for replacing carpet on the upstairs landing by 80% and

had applied a 30% discount to the cost of painting and decorating to allow for fair wear and tear.

15. The applicant stated that he had done a significant amount of the work in the property but had not made any charge for his labour. He stated that he had not charged for fitting the wallpaper which he had done, however there had been a charge for removal of the wallpaper. The applicant stated that in his view if he had engaged a subcontractor to carry out the works in the property it would have doubled the price.

Evidence of the respondent

16. The respondent stated that she had lived in the property with her 2 sons. She is a registered carer for one of her sons.
17. The respondent did not dispute that she was liable for the outstanding rent arrears and outlays for redecorating materials.
18. The respondent accepted that the property required to be decorated when she moved out however she disputed that the amount sought for painting and decorating was reasonable. She stated that a charge of £1,000 for removal of wallpaper was very high. She also stated that A. Bruce was not a professional painter/decorator. The respondent stated that a reasonable charge for redecoration of the property in her view was £320 - £400.
19. She stated that she should not have to pay anything for replacing the carpet in the upper hall as his had been damaged when she moved in. She also stated that the oven was in a reasonable condition when she left and stated that the photograph that had been submitted of the oven was not clear.
20. The respondent accepted that there had been damage to the bathroom door but questioned why a separate charge had been made for painting what would have been a new door.

21. The respondent accepted that there had been damage to the vinyl floor covering in the downstairs bathroom. The respondent stated that the downstairs hall cupboard had been in a poor condition when she moved in and the issue with the handle was due to fair wear and tear.
22. The respondent accepted that some household and personal items had been left in the property. She stated that the removal van had been completely full. She stated that there was a communal bin that could have been used to dispose of the items and did not accept that it would have taken 3 trips to the recycling centre to dispose of the items. She stated that she should not be charged for disposing the curtains in the property as they had not been in the property when she moved in.
23. The respondent raised that there had been a previous tenant when she moved in which meant that the walls and wallpaper showed some wear and tear at that time. It was therefore not reasonable to charge her the full cost of redecoration.

Findings in fact

24. The Tribunal made the following findings in fact:
 - i. Parties entered into a tenancy agreement with a commencement date of 21 April 2022.
 - ii. A deposit of £495 was paid at the commencement of the tenancy.
 - iii. The property is a large 3 bedroom flat.
 - iv. The respondent had resided there with her 2 sons aged 23 and 18 years old. She also occupied the property with her 2 pet cats.
 - v. The respondent is a carer for her 23 year old son.
 - vi. The respondent moved out of the property on 31 August 2024.
 - vii. There were outstanding rent arrears of £200.29 as at the date the respondent left the property.

- viii. The property was in good decorative condition when the tenancy commenced under exception of the carpet in the upper hallway which was thin and worn.
- ix. The walls, skirting boards, doors and carpets were damaged by the respondent's cats. The wallpaper and woodwork was scratched and the carpet plucked.
- x. The applicant required to repair the wallpaper and repaint the walls through the property. The skirting boards and doors/door frames in the property also required to be repaired and repainted due to damage caused during the tenancy.
- xi. The applicant applied a deduction of 30% to the amount charged for repainting the property to reflect fair wear and tear.
- xii. The applicant required to replace the carpet in the upstairs hall, and 2 of the bedrooms and vinyl floor covering in the downstairs bathroom due to the condition of the floor coverings at the date of termination of the tenancy.
- xiii. The applicant applied a deduction of 80% to the cost of replacing the carpet in the upstairs hall to reflect the condition of the carpet in this area at the commencement of the tenancy.
- xiv. The applicant applied a deduction of 30% to the cost of replacing the floor coverings in the downstairs bathroom, and 2 bedrooms to allow for fair wear and tear.
- xv. At the date the tenancy ended the bathroom door had been damaged. The applicant required to replace the door.
- xvi. The oven in the proper was not left in a reasonable condition. The applicant required to clean the oven.
- xvii. The respondent left a number of items of furniture, household and personal items in the property when they moved out. The applicant required to move these items.

- xviii. Damage to the downstairs cupboard door handles and frames was a result of fair wear and tear.
- xix. Damage to the bathroom sealant in the property was due to fair wear and tear.
- xx. The bathroom tiles in the property were not left in a reasonable condition at the date the tenancy ended. The applicant required to clean the area.
- xxi. The damage to the light fittings in the property and the mobile entry phone are due to fair wear and tear in the property.
- xxii. The applicant instructed A. Bruce to carry out works in the property after the termination of the tenancy including redecoration, carpet fitting, cleaning and removal of items left in the property.
- xxiii. The amount charged by A. Bruce for the works carried out including redecoration costs, carpet replacement, cleaning and removal of items from the property was reasonable.
- xxiv. The applicant made no charge to the respondent for his own labour in carrying out works in the property to return it to a reasonable condition.

Reasons for decision

- 25. The Tribunal took into account the parties written submissions, documentary evidence and the parties oral evidence at the hearing. The Tribunal gave particular consideration to the photographic evidence that had been submitted showing the condition of the property at the commencement of the tenancy and after the tenancy ended.
- 26. The Tribunal was satisfied on the basis of the evidence before it, particularly the photographic evidence that at the end of the tenancy significant works were required due to damage to the property, primarily by the respondent's cats. The work to repair wallpaper and redecorate the rooms and to remove the floor coverings and replace were largely due to this damage. The Tribunal accepted the evidence of both parties that the carpet in the upstairs hallway had been worn at the commencement of the

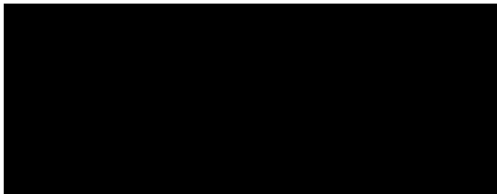
tenancy. The Tribunal accepted that the deduction of 80% to that area and further deductions of 30% in respect of floor coverings and painting the property was reasonable to reflect that the property had not been freshly decorated when the respondent moved in albeit it was in good decorative order at that date.

27. The Tribunal was satisfied based on the photographs that had been submitted that the charges made for oven cleaning, disposal of items left in the property, replacement door in the bathroom, cleaning tiles and carpet were all reasonably due to the condition the property was left in.
28. The Tribunal could not be satisfied based on the documentary evidence before it and the parties' evidence that the sum sought for the issue with the handle/damage in the hallway cupboard was due to deliberate damage as opposed to fair wear and tear. The Tribunal could not be satisfied that the damage to the light fittings/bulbs and door entry phone was due to deliberate damage as opposed to fair wear and tear. The Tribunal considered that bathroom sealant discolours over time and found that replacement of this item was due to fair wear and tear.
29. The Tribunal considered the respondent's submissions that the amount sought was excessive as a result of the unreasonable costs charged by A. Bruce. The Tribunal considered that there was nothing preventing the applicant from instructing his partner to carry out the work at a reasonable price. The Tribunal had requested in its Direction that the respondent provide alternative figures/quotes for the work to support her position. No such evidence was provided.
30. The Tribunal considered carefully the figures provided by the applicant. He had painstakingly recorded every item of expense and sought to adjust any items subject to fair wear and tear on a percentage basis. It was clear to the Tribunal that the amounts being claimed for the work carried out were not unreasonable and were likely less than the amount that might have been charged to an external contractor.

31. In the circumstances the Tribunal determined to deduct £72.30 from the amount sought to remove the items referred to in paragraph 28 above. The Tribunal determined to make an award in the sum of £1,779.44.

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

21 April 2026

Legal Member/Chair

Date