Housing and Property Chamber
First-tier Tribunal for Scotland

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/25/3366

Re: Property at 23C Park Road, Aberdeen, AB24 5NY ("the Property")

Parties:

Mr Eduardo Prato, 3 Gough Way, Cambridge, CB3 9LN ("the Applicant")

Mr Moses Osungade, 22 The Galleria, Langstane Place, Aberdeen, AB11 6FB ("the Respondent")

Tribunal Members:

Nicola Irvine (Legal Member) and Angus Anderson (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") granted an Order for Payment against the Respondent in favour of the Applicant in the sum of £1,337.50.

Background

1. The Applicant submitted an application under Rule 111 of the Housing & Property Chamber Procedure Regulations 2017 ("the Rules"). The Applicant sought an order for payment in respect of "disrepair" of the Property.

2. A case management discussions ("CMD") took place on 19 February 2026. The Tribunal issued a note to the parties summarising that discussion, along with a notice of direction.

3. The Tribunal fixed a hearing for 16 June 2026 and advised the parties of the date, time and joining details.

4. On 25 February 2026, the Tribunal received an email from the Applicant's representative, responding to the notice of direction. The Applicant lodged a

copy of the tenancy agreement, the check in report, check out report, a contractor's report and a schedule of damages.

5. On 8 April 2026, the Tribunal received further written representations from the Respondent.

The hearing – 16 June 2026

6. The hearing proceeded by conference call. The Applicant did not join the conference call, but was represented by Miss Maxine Card. The Respondent joined the call and represented himself. The Tribunal explained the purpose of the hearing. Miss Card gave evidence on behalf of the Applicant. The Respondent gave evidence and called one witness. The evidence given is summarised below. The summary is not a verbatim account of what was said at the hearing but rather an outline of the matters relevant to the Tribunal's consideration of the application. At the conclusion of the evidence, the Tribunal adjourned the hearing to enable the members to consider the evidence given. The Applicant's representative advised that she would send further documentation to the Tribunal about the cost of replacing the vinyl flooring. The parties were advised that a written decision with a statement of reasons would be issued to them.

7. On 16 June 2026, the Applicant's representative sent an email to the Tribunal providing details of the cost of the replacement vinyl flooring.

8. The issues to be determined by the Tribunal are as follows:-

   (a) What was the condition of the Property at the start of the tenancy?
   (b) What was the condition of the Property at the end of the tenancy?
   (c) Did the Respondent take reasonable care for the Property during the tenancy, in accordance with clause 19 of the tenancy agreement?
   (d) Was the Property damaged during the subsistence of the tenancy and if so, to what extent?
   (e) Does the damage constitute fair wear and tear?
   (f) If the damage is beyond fair wear and tear, what was the cost incurred by the Applicant in rectifying the damage and was that cost reasonable?
   (g) Is the Respondent liable to pay the Applicant for the cost of rectifying damage to the Property?

Summary of evidence

The Applicant's representative – Miss Maxine Card

9. The Applicant's claim amounts to £1,687.50. The Applicant incurred repair costs of £2,045 and cleaning costs of £142.50, totalling £2,187.50. The Applicant recovered the Respondent's deposit of £500, leaving the balance of

£1,687.50 being due. The check-out report records various areas of the Property which needed to be cleaned and that was the responsibility of the Respondent. The repair costs were incurred for items which go beyond fair wear and tear. The areas of damage which needed repair are as follows:-

- Kitchen - ceiling bubbling
- Kitchen - large areas of discolouration
- Kitchen - wallpaper peeling around window
- Kitchen cupboards - numerous marks, adhesive peeling
- Bathroom - sealant and grout to be renewed
- Bathroom - toilet and seat lid loose
- Bathroom bin missing
- Bedroom ceiling to be painted
- Bedroom walls to be repainted
- Bedroom 2 - discolouration to bed base
- Bedroom 2 drawers discoloured
- Bedroom 2 - window and sills cracking
- Bedroom 2- walls require repainting

The check-out report

10. This report was prepared by Ensure Services on behalf of the Applicant. It provides a description of areas of damage and photographs showing the condition of the Property. It also details areas of the Property which required cleaning. Dealing with each room in the Property, the report confirms damage as follows:-

(a) Kitchen

Section 2.3 of the report states that paint on the kitchen ceiling was blistering and that there were patches of discoloration.

Section 2.5 of the report states that there were large patches of discolouration on the kitchen walls and wallpaper was peeling.

Section 2.8 of the report states that there were numerous marks, patches of discolouration, adhesive marks and laminate peeling from the kitchen cupboards.

Section 2.10 of the report states that the sealant on work surfaces was discoloured and cracked in places.

(b) Bathroom

Section 3.5 states that the extractor fan is coming away from the ceiling and there were scorch marks to the switch.

Section 3.6 states that there were large patches of dark spots on the sealant of the shower cubicle.

Section 3.7 states that there were large patches of dark spots on the sealant of the bath.

Section 3.8 states that there were patches of discolouration on the bath panel.

Section 3.10 states that the bathroom bin was missing.

(c) Bedroom One

Section 4.3 states that there were light marks and patches of small dark spots on the wallpaper.

Section 4.5 states that there were numerous light marks, chips, cracks and patches of small dark spots on the wallpaper and paint.

(d) Bedroom Two

Section 5.3 states that there were large patches of paint cracking, large parts of paint flaking and a mark on the window sills.

Section 5.6 records that the mattress protector was missing.

11. A copy of an invoice from OnlyHeating.com dated 19 September 2023 has been produced. That records that there was steam and condensation in the kitchen. Whilst the Applicant is not claiming any sums in relation to this invoice, the detail of the invoice supports the Applicant's contention that the Respondent is responsible for mould spots and wallpaper and ceiling paper peeling. Similarly, the invoice from Kelgas UK Limited dated 6 February 2024 supports the Applicant's position.

12. The Applicant instructed Buchan Décor & Maintenance to undertake the necessary repairs which had been identified in the check-out report. The Applicant paid the sum of £2,045 in respect of the necessary repairs.

13. Periodic inspections were carried out when the Respondent was still a tenant. Four inspections took place. Inspections in April and July 2023 passed with no issues noted. There were two failed inspections. One took place on 24 November 2023 and it was noted that the Property needed to be cleaned. The other inspection took place on 13 May 2025. At that time, water marks were noted in the bedrooms and there were streaks of water dripping from the walls in bedroom 2. The Respondent had an opportunity to make good the defects but failed to do so. The tenancy ended on 2 July 2025. Prior to the tenancy, the Property was last decorated in 2022. The Respondent is responsible for the repair required to the extractor fan because the fan had come right out of the housing unit. The scorch mark was painted over.

The Respondent – Mr Moses Osungade

14. The microwave was replaced by the Respondent and his joint tenant. After the Respondent moved into the Property, he sent an email to the Applicant's agent to advise that the extractor fan in the bathroom was not working. The Applicant's agent arranged for someone to attend and that person said that the fan was working. When the Respondent left the Property, the extractor fan was not detached. The check-out report does not say that it is completed detached.

15. Every part of the check-out report relates to fair wear and tear and the photographs confirm that. There was no requirement for the Property to be repainted. The walls only needed to be cleaned, there was no damage to the painted walls. Section 2.7 of the check-out report does not record any repair being required, but the Applicant has claimed for the cost of replacing the vinyl floor in the kitchen. The second bedroom did not need to be repainted. He checked the smoke alarm and noted that it was out of date. It was the Applicant's responsibility to replace that. There was never a smoke alarm fitted in the hallway.

16. None of the repairs which were carried out are the responsibility of the Respondent. He tried to dispute the deposit being paid to the Applicant but he was not able to agree to zero being returned to the Applicant and the approved scheme did not give him the option to dispute it.

Mr Haruna Opemipo – the former joint tenant

17. When he and the Respondent moved into the Property, the extractor fan in the bathroom was not working. The smoke alarm in the hallway did not work. The central heating was not working. An electrician attended to fix the problem. He moved out of the Property in January 2025.

Submissions

18. At the conclusion of the evidence, the Applicant's representative accepted that the check-out report does not record that the Respondent was responsible for the replacement vinyl flooring in the kitchen. The Applicant's representative undertook to provide the Tribunal with details of the cost of the replacement vinyl flooring, so that the cost of that could be deducted from the sum claimed.

Findings in Fact

19. The parties entered into a private residential tenancy which commenced 28 April 2023 and ended on 2 July 2025.

20. The Applicant instructed Ensure Services to prepare a check-in report to show the condition of the Property before the start of the tenancy. Ensure Services inspected the Property on 27 April 2023 and produced a check-in report dated 27 April 2023.

21. The Applicant instructed Ensure Services to prepare a check-out report to show the condition of the Property after the tenancy ended. Ensure Services inspected the Property on 7 July 2025 and produced a check-out report dated 15 July 2025.

22. The check-out report accurately records repairs which were required which go beyond fair wear and tear.

23. The Respondent was responsible for the cost of cleaning and the repair costs incurred by the Applicant, with the exception of the cost of replacing the vinyl flooring in the kitchen.

24. The Applicant incurred repair costs of £2,045 and cleaning costs of £142.50. The repair costs incurred included replacement vinyl flooring for the kitchen, for which the Respondent was not responsible. The cost of that vinyl flooring was £350.

25. The Applicant has already recovered the Respondent's deposit of £500.

26. The net value of the repair and cleaning costs, after deduction of the Respondent's deposit, is £1,337.50.

<u>Reason for Decision</u>

27. The Tribunal accepted that the condition of the Property at the start and at the end of the tenancy is accurately recorded in the check-in and check-out reports produced by the Applicant. The inspection which formed the basis of the check-in report took place the day before the tenancy started and the inspection which formed the basis of the check-out report took place 5 days after the end of the tenancy. Although the Tribunal did not hear evidence from the authors of those reports, there was no contradictory documentary evidence and the photographic evidence contained in the reports clearly showed a difference in condition of the Property before and after the tenancy.

28. The Respondent did not take reasonable care for the Property in accordance with section 19 of the tenancy agreement. He was obliged to ensure that the Property was adequately ventilated and heated. There was evidence of black mould spots noted in the check-out report. There was also evidence from heating engineers that there was condensation in the Property. The photographic evidence showed paint blistering and wallpaper peeling. The Tribunal accepted the Applicant's evidence on these matters and concluded that the Respondent had failed to adequately ventilate and heat the Property. The Respondent was obliged to keep the fixtures and fittings clean during the tenancy. The photographic evidence demonstrates that the Respondent failed to do this, resulting in the Applicant instructing a cleaner to clean those areas which the Respondent failed to clean. The Respondent was obliged not to remove any fixtures or fittings. The photographic evidence showed that a bin was missing and a mattress protector. The check-out report shows marks and

stains on the walls of the Property. The Tribunal concluded that it was reasonable for the Applicant to have the Property repainted to cover these marks. The Tribunal accepted the Applicant's evidence about the repairs required to the Property.

29. The Respondent highlighted that the check-out report did not attribute the replacement of vinyl flooring in the kitchen to anything the Respondent had done. The Tribunal noted that the Applicant conceded this point. Having taken account of the documentary evidence produced about the cost of that vinyl flooring, the Tribunal deducted that sum from the sum claimed by the Applicant.

30. The Tribunal decided that the damage to the Property, as recorded in the check-out report, goes beyond fair wear and tear. The Respondent failed to take reasonable care for the Property in accordance with clause 19 of the tenancy agreement. The Applicant incurred repair costs of £1,695 (after deduction of the cost of vinyl flooring) and cleaning costs of £142.50. Having already recovered the Respondent's deposit, the net sum incurred by the Applicant is £1,337.50. The Applicant instructed independent contractors to clean and repair the Property. There was no contradictory evidence about the costs incurred and the Tribunal concluded that the costs incurred by the Applicant were reasonable. The Tribunal decided that the Respondent is liable to the Applicant for the cost of rectifying the damage to the Property. The Tribunal therefore made an order for payment in favour of the Applicant in the sum of £1,337.50.

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.

Nicola Irvine

Legal Member/Chair

26 July 2026

Date