



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ('The Procedure Rules) in relation to an application for civil proceedings relative to an Assured Tenancy under Rule 70 of the Procedure Rules.

Chamber Ref: FTS/HPC/CV/20/1518

Re: 40 Glenbervie Road, Grangemouth, FK3 9LF ("the Property")

Parties:

Peter Venturi residing at 31 Manse Road, Cowdenbeath, Fife, KY4 8DB ("the Applicant")

Mary MacDonald residing at 42 Torridon Avenue, Falkirk, FH2 7TJ ("the Respondent")

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal")

Tribunal Members: Jacqui Taylor (Legal Member) and Gerard Darroch (Ordinary Member)

Decision

The Tribunal determined that an order for payment would be issued requiring the Respondent to pay the Applicant the sum of Four Thousand Four Hundred and Ninety Pounds and Sixty Pence (£4490.60).

Background

1. The Applicant submitted an application to the Tribunal for payment of the sum of £7010.60 in respect of arrears of rent in the sum of £865.60 and compensation of £6145 in relation to the Respondent's lease of the Property.

2. Documents lodged with the Tribunal.

Documents lodged with the Tribunal by the Applicants were:

2.1 A copy of the Tenancy Agreement.

2.2 A statement of claim, in the following terms:

The Tenant absconded from the Property leaving it in a damaged state.

Description of damage:

The flat was full of items which he took to charity shops.

Kitchen: Photographs were provided showing damage to the appliances (apart from the stove (which was repaired). They had to be replaced with new appliances. The fridge was full of rotting food, the floor had been attacked with a chisel. All of the appliances had to be replaced and the floor had to be repaired and replaced.

Cupboard: It was full of food and filthy items that had attracted mice and rats.

Lounge: The smoke alarm had been smashed with all the power points. The carpets were soiled with dog urine and dog faeces. The TV had been pulled from the wall leaving a hole in the plaster. There was writing on the wall in crayon which could not be easily removed and extra paint had to be applied to cover it up.

First Bedroom: Carpet was ruined with dog faeces and urine. A lot of the wallpaper had been torn so had to be removed and the holes matched and painted over.

Second Bedroom and small storage cupboard: More carpet and wall damage together with piles of rubbish that had to be disposed of safely.

He had to employ J & G painters to do the work.

19/7/18	Initial preparation wall work	£1915.00
30/7/18	Painting and appliance replacement	£2000
3/8/18	Appliance and carpet replacement	£1630
	Un paid Rent	£865.60
	Miscellaneous electrical and stove repair	£400.00
	Cleaning (travel and chemicals)	<u>£200.00</u>
	Total	£7010.60

2.3 Photographs and copy invoices.

3. Application for a Time to Pay Direction.

The Respondent lodged an Application for a Time to Pay Direction dated 16th November 2020. She had ticked the box on the Time to Pay application form indicating that she admitted liability for the claim. The Application applied for an order for payment to be made requiring the sum of £20 to be paid each monthly. The Applicant sent the Tribunal a Response to the Time to Pay Direction application dated 19th November 2020 and indicated that he did not agree with the Time to Pay proposal.

4. Case Management Discussion

The case called for a conference call Case Management Discussion (CMD) at 2pm on 24th November 2020. Both parties attended.

No written responses had been received from the Respondent.

4.1 At the CMD the parties agreed the following facts, which were accepted by the Tribunal:

4.1.1 The Applicant was Landlord of 40 Glenbervie Road, Grangemouth, FK3 9LF ('the Property').

4.1.2 The Respondent was Tenant of the Property in terms of the Short Assured Tenancy between the parties dated 10th September 2016.

4.1.3 The term of the Tenancy was from 10th September 2016 to 9th September 2017 and month to month thereafter.

4.1.4 The Tenant vacated the Property in February 2018.

4.1.5 The rent due in terms of the tenancy was £450 per month.

4.1.6 The Respondent had paid a deposit of £150, which had been paid to the Applicant as Landlord of the Property.

4.2 At the CMD Mrs Taylor referred the parties to clause 4 of the lease which states: 'Prior to the commencement of the tenancy, the landlord and tenant shall attend the accommodation at a mutually convenient time to check the inventory of the contents. The tenant agrees that the signed Inventory, attached as Schedule 1 to this agreement is a full and accurate record of the state and condition of the accommodation and its fixtures, fittings and contents at the commencement of the tenancy. The tenant has a period of seven days after signing the inventory to ensure that the Inventory is correct and to tell the landlord of any discrepancies in writing, after which the tenant shall be deemed to be fully satisfied with the terms. The tenant agrees to replace or repair (or pay the cost, at the option of the Landlord) any of the contents which are destroyed, damaged, removed or lost during the tenancy and be liable for the costs of making good any damage or cleaning found necessary at the end of the tenancy, fair wear and tear excepted...'

She also advised the parties that in terms of the Housing (Scotland) Act 2006 the Landlord is liable for the cost of any repairs required due to the property and/ or the appliances provided by the Landlord not complying with the repairing standard.

She explained that Mr Venturi will need to lodge a full breakdown of his claim so that each item of expense is identified with the cost pertaining to that item and where possible a comparison between the condition the item was in at the start of the lease, the end of the lease and also after it had been repaired/ decorated etc.

Mr Venturi said that he had a copy of the signed Inventory and this would be provided to the Tribunal. He advised that he had provided the Tribunal with photographs. Mrs Taylor confirmed that photographs had been lodged but she explained that they were very dark and they had not been labelled so it was difficult to know what the particular photographs were showing.

Mr Venturi advised that the condition of the Property at the start of the lease would be scored 7.5/10 and after the works had been done it would be scored 8.5/10.

The parties then gave evidence as to the condition of the Property at the end of the lease and the works that had been carried out.

Mr Venturi explained that in general terms the works carried out to the Property were repainting the walls, purchase and installation of new carpets and the appliances were replaced with second hand appliances. Dog faeces and urine were on all floor covering and they had to be replaced. He confirmed that the photographs confirmed this. He sold the Property on 23rd November 2018.

4.3 At the CMD the parties confirmed that the items of claim are as follows:

A: Kitchen

Mr Venturi advised that:

A1 There was a hole in the kitchen floor. This was filled in with concrete.

A2 The kitchen flooring was replaced.

A3 The oven was replaced with a second-hand appliance.

A4 The washing machine was replaced with a second-hand appliance. The washing machine looked as if it had been damaged with a mallet.

A5 The fridge/ freezer was replaced with a second-hand appliance.

Miss MacDonald advised that the washing machine had been faulty. She also advised that she did not damage the washing machine with a mallet.

B: Living Room:

Mr Venturi advised that:

B1 The smoke alarm had been damaged with a hammer and had to be replaced.

B2 The electrical sockets had been damaged with a hammer and had to be replaced.

B3 The carpet had been damaged with dog faeces and dog urine and had to be replaced.

B4 A hole in the wall had been left where the TV had been removed and it had to be repaired.

B5 There was childrens' writing on the walls which meant that the walls had to be painted.

B6 Damage to the walls had been caused by the radiator being pulled away from the wall. The wall had to be repaired.

Miss MacDonald advised that her TV had not been hung on the wall and therefore removal of her TV had not caused a hole in the wall. Also the radiator was poorly fitted and the brackets had fallen off the wall.

C: Bathroom

Mr Venturi advised that:

C1 The hand basin was broken and had to be repaired.

Miss MacDonald advised that the handbasin had previously been repaired by the Landlord.

D: Front Bedroom

Mr Venturi advised that:

D1 The carpet had been damaged with dog faeces and dog urine and had to be replaced.

D2 There was childrens' writing on the walls which meant that the walls had to be painted.

Miss MacDonald advised that there was not writing on the walls. The front bedroom was her childrens' bedroom and there were children's decorative stickers on the walls.

E: Back Bedroom

Mr Venturi advised that:

E1 The carpet had been damaged with dog faeces and dog urine and had to be replaced.

E2 A corner section of the plaster had been smashed and had to be repaired.

E3 The sliding wardrobe mirrored door was broken and had to be repaired.

Miss MacDonald advised that wardrobe doors had been broken and did not work properly.

F: The Alcove

Mr Venturi advised that:

F1 The alcove had been left full of Miss MacDonald's belongings and he had to have them cleared.

Regarding the dog faeces and dog urine referred to by Mr Venturi, Miss MacDonald explained that she had been admitted to hospital before she vacated the property and her dog, a yorkshire terrier had been left in the property.

5. Direction

5.1 Following the CMD the Tribunal issued a Direction in the following terms:

'The Applicant is required to provide the Tribunal with:-

*1. A copy of the original signed inventory.
2. The itemised cost of each item of the claim with evidence (where possible) of the condition of the item in question at the commencement of the lease, the end of the lease and after the repairs had been carried out. The list and numbering of the items of claim in the Note of the Decision of the Tribunal dated 24th November 2020 must be used, to facilitate ease of reference for the parties and the Tribunal members.*

3. A revised statement of claim to reflect the fact that the deposit of £150 was paid to the Landlord.

The said documentation should be lodged with the Chamber no later than close of business on 5th January 2021.'

5.2 In response to the Direction the Applicant provided the Tribunal with the following documents:

(i) An inventory of 40 Glenbervie Road, Grangemouth, FK3 9LF dated 14th April 2014 which had been prepared by MSR Lettings Ltd.

- (ii) Photographs prepared by Slater Hogg and Howison showing the condition of the Property when it was sold in 2018.
- (iii) A number of images on a TV screen showing the condition of the Property after the Tenant had vacated. The images were difficult to see clearly.
- (iv) Copies of photographs evidencing the condition of the Property that the Applicant had sent to PC William Paterson after the Tenant had vacated the Property.
- (v) An email from BWJ Property Services who act for the landlord of 38 Glenbervie Road regarding the Respondent's behaviour.
- (vi) A detailed report by George Havasi, painter and decorator, detailing the work he carried out to the Property between July and August 2018, which advised as follows:

'I am a professional decorator who has worked in the Grangemouth and Falkirk areas for a number of years. My website shows the work that I have done for a number of clients. I have signed this document which sets out the condition of the flat which required substantial work and cost to bring it up to a satisfactory standard before it could either be tenanted or sold. I had a gang of workmen to carry out this work including myself who supervised third parties who were mainly involved in removing the rubbish and delivering the appliances which needed to be replaced. I became involved in this work when Peter Venturi contacted me in late June/early July 2018 as he advised me that he had a flat which had been significantly damaged by the previous tenant.

This was confirmed when I made my initial visit, the significant damage (by room) was as follows:

Kitchen

- 1. The washing machine had been severely damaged, I can say by a hammer or heavy object. It was clearly broken and would need to be replaced.*
- 2. Fridge — had a number of shelves broken, although Peter had tried to clean the fridge the smell left by food which had been left to decay was still really pungent and again was beyond repair and would need replacement.*
- 3. The tiles had been severely damaged and there was a large hole in the concrete underneath the broken tiles which had clearly been made by a cold chisel. It had to be repaired and required a great effort to stabilise the hole and fill it smoothly so new flooring could be laid.*
- 4. Some appliances were missing, the dishwasher and tumble dryer had been removed and had to be replaced.*
- 5. The cupboards were infested with rats and mice due to the food that had been left in the flat, Peter told me that he had removed the decaying food and rubbish that was left on the work surfaces but had not been able to get to all the food and rubbish that was left in the kitchen cupboards.*

Bathroom

Tiles had been smashed above the toilet and wash basin- these could not be

repaired or easily replaced so all the walls had to be retiled.

Lounge

- 1. The walls had been written on and there was a hole in the wall where and an appliance or appliances had been written from the wall. The walls were first repaired, painted with a sealing coat and then finished with a top coat.*
- 2. The ceilings were stained due to cigarettes having been smoked in the premises.*
- 3. The carpet had to be replaced — Peter showed me pieces of the carpet he had not thrown away these reeked of dog faeces and urine even though Peter had disinfected the floors the room still stunk as the urine had soaked onto the exposed concrete Clearly all the carpet had to be replaced in this room.*

First bedroom

This was the larger bedroom next to the lounge, walls were stained with cigarette smoke and significantly marked and there was a broken kitset cupboard which we later organised for removal. This bedroom would need to be repainted in order for the property to be tenanted or sold. This room had also had its carpet removed by Peter but the same smell as described above was there.

Second Bedroom

This bedroom had a very large chunk taken out of the external corner of the wardrobe cavity (on your right as you enter the room). This was around 18 inches deep and 6 inches wide at its maximum - this required a large amount of repair work before it could be repainted. Carpet had been removed and smell was there but not as strong,

Vestibule and small storage room

The walls were all marked as well where rubbish had been left. To bring this up to scratch all the paintwork had to be painted with a sealing coat and then a finishing coat.

Summary

This flat required substantial work to remove the rubbish, damaged appliances and fittings and debris from the flat, then my workmen repaired the walls ready for painting, painted the walls and bought in new appliances.'

6. Hearing

6.1 The case called for a conference call hearing at 10am on 25th February 2021. Both parties attended.

No written responses had been received from the Respondent.

6.2 The Tribunal identified with the parties that the following items of claim were agreed:

(i) Outstanding rent of £715.60, being the sum sought of £865.60 less the deposit that had been paid of £150.

6.3 The Tribunal identified with the parties that the following items of claim are not agreed:

- (i) The full extent of the charges of J & G painter and Decorator in the sum of £5545.
- (ii) The miscellaneous electrical and stove repair in the sum of £400.
- (iii) The cleaning (travel and chemicals) charges in the sum of £200.

Miss MacDonald acknowledged that she had signed the Application form for the Time to Pay Direction indicating that she admitted liability for the claim but she explained that on reflection she did not accept liability for all of the items of the claim.

6.4 The parties' representations in connection with the items of claim in dispute:

6.4.1 The charges of J & G Painters and Decorators.

Mr Venturi explained that he had instructed J & G Painter and Decorators to repair and decorate the Property, supply and install replacement floor coverings throughout the Property and supply and install replacement appliances. The company had not provided an itemised invoice but had provided three invoices that covered all the work carried out. The statement from Mr Havasi explained everything that he had done to the Property.

Mrs Taylor explained that he could only claim for the part of the works carried out by J & G painter and Decorators that fell within the items of claim.

Kitchen

Mr Venturi acknowledged that Mr Havasi's statement explained that he had replaced the washing machine, fridge, dishwasher and tumble drier but the items of claim were in respect of the replacement of the washing machine and fridge/ freezer.

Mr Venturi explained he did not have specific receipts for the replacement appliances. On the basis of the copies of the advertisements of second hand appliances that he had sent to the Tribunal he suggested that £200 per appliance was reasonable plus £50 delivery and installation. He referred the Tribunal to the pictures that were part of the 2014 inventory which showed the appliances. He confirmed that these were the same appliances that were in the Property during the Respondent's lease. He also advised that these appliances had been in the Property when he bought the Property in 2014.

In connection with the flooring in the kitchen Mr venturi referred the Tribunal to photographs that had been produced. He acknowledged that his statement to the police did not refer to damage to the kitchen floor.

Miss MacDonald advised that the washing machine had been faulty. However she had not reported this fact to Mr Venturi and did not have evidence to confirm that it was faulty.

In connection with the kitchen flooring she explained that there had been vinyl tiles on the floor but they had been loose. She had tried to secure them using tile grout. She said that the damage to the floor tiles was wear and tear.

Bathroom

Mr Venturi acknowledged that the item of claim stated that the hand basin had to be replaced but Mr Havasi's statement explained that it was the tiling that had been replaced.

Miss MacDonald explained that Mr Venturi had arranged for the toilet to be replaced in January 2017. Mr Venturi's contractors had damaged the tiles whilst installing the new toilet. Consequently she was not responsible for the damage to the tiles.

Mrs Taylor asked the parties if they could estimate the cost of supplying and installing the tiles in the bathroom. They thought a couple of hundred pounds plus installation costs would be reasonable.

Miss MacDonald explained that she did not smoke. She accepted that her step brother had occasionally stayed in the Property but advised that he did not smoke either. She suspected that the smoke damage had been caused by a previous tenant. She explained that her TV had not been attached to the wall. She also advised that she had not signed an inventory when she took entry to the Property.

Mrs Taylor referred the parties to the 2014 inventory which had been produced and the fact that the inventory referred to a crack in the ceiling in the lounge. Mr Venturi confirmed that the crack had not been repaired. She also highlighted the fact that the inventory referred to marks on walls throughout the Property. Mr Venturi acknowledged this.

First Bedroom

Mr Venturi referred the Tribunal to the photographs he had produced.

Miss MacDonald advised that there was no children's writing on the wall. She had placed children's stickers on the wall of the bedroom.

Second Bedroom

Mr Venturi confirmed that the repair to the mirrored door had not been included in the report by Mr Havasi and was no longer part of the claim.

In relation to the damage to the wall in the bedroom, Miss MacDonald explained that it was not as large as suggested by Mr Havasi in his report. She acknowledged that she might have knocked the wall when moving furniture.

Alcove

Mr Venturi explained that many of Miss MacDonald's belongings had been left in the Property and had to be disposed of.

General Submissions

Mr Venturi accepted that he had not made any provision for a wear and tear reduction from the claim that he had made. He advised that he would leave this to the Tribunal's discretion.

Miss MacDonald acknowledged that she had a dog and it had been left in the Property when she was in hospital. She accepted that the photographs produced are clear evidence of the condition of the Property after she had left.

6.4.2 Miscellaneous Electrical and Stove Repair

Mr Venturi referred the Tribunal to the photographs that he has provided. The smoke alarm and electrical sockets had been damaged. He had also provided an invoice from Kiing-Hans Electrical services dated 17th May 2018 which stated as follows:

Socket install (replace socket)	£40.00
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Fused Spur (Replace fused spur)	£20.00
Install Smoke Alarms: Installing hard wired smoke alarms	<u>£70.00</u>
Total Invoice:	£170.00

Miss Macdonald acknowledged that the electrical sockets and smoke alarm had been damaged.

6.4.3 Cleaning (travel and Chemicals)

Mr Venturi explained that a lot of rubbish and belongings had been left in the Property and he had removed them himself and taken a number of items to the charity shop. He lives approximately 28 miles from the Property and he had taken about six trips to the Property to empty and clean it. Part of the claim was the sum of £200. This was an estimate of his travel expenses and the cost of cleaning materials that he had to purchase. He advised that if he had hired a skip it would have cost approximately £130 and therefore he considered the charge of £200 to be reasonable.

Miss MacDonald accepted that she had left a lot of items in the Property when she left. She explained that she had not emptied the Property as she had been in hospital at the time.

7. Tribunal Decision

7.1 Rent

The Tribunal determined that the outstanding rent due by Miss MacDonald amounted to £865.60 less the deposit that she had paid of £150 totalling £ 715.60.

7.2 The charges of J & G Painters and Decorators and the charge for cleaning.

The Tribunal acknowledged that the lease stipulates that 'The tenant agrees to replace or repair (or pay the cost, at the option of the Landlord) any of the contents which are destroyed, damaged, removed or lost during the tenancy and be liable for the costs of making good any damage or cleaning found necessary at the end of the tenancy, fair wear and tear excepted...'

The Tribunal determined that the photographs produced to the Tribunal, the statement Mr Venturi had provided to the Police and the statement by Mr Havasi evidenced the condition of the Property after the Tenant had vacated the Property and the damage that had been caused and the repairs that were required.

In relation to the condition of the Property at the end of the tenancy they made the following findings in fact:

The Property was dirty, there was dog faeces on the flooring, the washing machine had been damaged, the fridge freezer had been removed and many of Miss MacDonald's belongings and rubbish had been left in the Property.

The Tribunal determined that Miss MacDonald was responsible for the damage that had been caused to the Property, the cost of replacing the washing machine and fridge freezer and for the removal of the items that had been left in the Property at the end of the tenancy.

However, the Tribunal acknowledged that the Property had not been in a pristine condition at the start of Miss MacDonald's tenancy. The exact condition had not been

evidenced but the 2014 inventory referred to marks on the walls, chipped wood work and cracks to ceiling in the lounge and Mr Venturi had advised that the Property had not been decorated since 2014.

The Tribunal determined that the claim of £200 to clear the Property of the contents that had been left and to clean the Property was reasonable.

The Tribunal considered the invoices provided by J & G Painter and Decorator totalling £5545 to be reasonable for the work that was carried out. However, they did not accept that Miss MacDonald was liable for all the items that were included in Mr Havasi's statement.

The costs to be deducted are as follows:

(i) Dishwasher and Tumble drier.

Mr Havasi's statement included the cost of replacing the dishwasher and tumble drier. These are not included in the claim. The Tribunal considered the copy adverts for secondhand appliances which Mr Venturi had provided and determined that a reasonable estimate for a replacement second hand dishwasher and tumble drier was £240. The Tribunal determined that this sum fell to be deducted from the sums claimed.

(ii) Kitchen floor.

The Tribunal accepted Miss MacDonald's evidence to the effect that the kitchen tiles had been loose and noted that there was no description of the kitchen flooring in the 2014 inventory and that Mr Venturi had not included the condition of the kitchen floor in his statement to the police. The Repairing Standard requires the Landlord to ensure that the kitchen tiles are in a reasonable state of repair. Consequently the Tribunal determined that Miss MacDonald was not liable for the cost of the replacement and fitting of the new kitchen flooring. They estimated the sum of £100 to be a reasonable cost for the supply and fitting of the kitchen floor. The Tribunal determined that this sum fell to be deducted from the sums claimed.

(iii) Tiling in the Bathroom

The Tribunal accepted the evidence of Miss MacDonald to the effect that Mr Venturi had replaced the toilet in January 2017 and that the wall tiles in the bathroom had been chipped whilst the replacement toilet was being installed. The Repairing Standard requires the Landlord to ensure that the tiles in the bathroom are in a reasonable state of repair. Consequently, the Tribunal determined that Miss MacDonald was not liable for the cost of the supply and installation of the tiling in the bathroom. They estimated the sum of £400 to be a reasonable cost for the supply and installation of the tiling. The Tribunal determined that this sum fell to be deducted from the sums claimed.

(iv) Wear and Tear

The Tribunal determined that Miss MacDonald was not responsible for the cost of general wear and tear to the Property as the lease states that 'fair wear and tear are excepted'. The Tribunal accepted Mr Venturi's evidence to the Tribunal at the CMD that he would have scored the condition of the Property at the commencement of Miss

MacDonald's lease at 7.5/ 10. The inventory dated 2014 referred to marks on some walls, some carpets being worn etc. Mr Venturi did not provide the Tribunal with any evidence that he had decorated the Property since he had purchased it. The pictures of the Property supplied by Slater Hogg and Howison who marketed the Property for sale after the repair and redecoration works had been completed evidenced that the property had been renovated to a high standard. Taking account of the fact that the decoration had not been refreshed for at least 4 years, and given that in that period there had been at least two different tenants, at least one of which had children, it is reasonable to conclude that an element of redecoration would be required at the end of the tenancy, even if there had been no tenant damage. The Tribunal determined that it was reasonable to deduct the sum of £1400 allow for wear and tear.

7.3 Miscellaneous electrical and stove repair

The Tribunal determined that Miss MacDonald was liable for the cost of repair to the electrical sockets and the smoke alarm and they considered the invoice from Kiing-Hans Electrical in the sum of £170 to be reasonable.

However they did not find Miss MacDonald liable for the costs of repairing the stove. No evidence of the repairs that had been carried out to the stove or associated costs had been provided. The Tribunal also acknowledged that in terms of the Repairing Standard the Landlord is responsible for ensuring that appliances are in a reasonable state of repair and proper working order.

7.2 Requirements of Section 70 of the Procedure Rules.

In connection with the requirements of section 70, the Tribunal determined that the Application correctly detailed the requirements of section **70(a) (i), (ii) and (iii)** of the Procedure Rules namely:-

- (i) the name and address of the Applicant.
- (iii) the reason for making the application.
- (ii) the name and address of the Respondent.

7.3 The Tribunal determined that the Application had been accompanied by the documents specified in **Section 70(b)(i) and (ii) and (iii)** of the Procedure Rules being the evidence already referred to in support of the application.

7.4 Outcome

The Tribunal determined that the outstanding sum due by the Respondent amounted to Four Thousand Four Hundred and Ninety Pounds and Sixty Pence (£4490.60) and accordingly they issued an Order for Payment in this sum.

Item of Claim	Sum claimed	Deductions Detail	Deductions Amount	Sum Due
Rent	£865.60	Deposit	£150.00	£715.60
Electrical and Stove repair	£400.00	Stove Repair	£230.00	£170.00
Cleaning	£200.00			£200.00

J & G Painter	£5545.00	Dishwasher and Tumble drier	£240.00	
		Kitchen Floor	£100.00	
		Tiling	£400.00	
		Wear and Tear	£1400.00	£3405
				£4490.60

8. The Time to Pay Application.

Mrs Taylor explained that the Time to Pay Direction is only available if Miss MacDonald had accepted the claim. At the outset of the hearing she had advised the Tribunal that she only accepted part of the claim and this was borne out by her evidence to the Tribunal.

Mrs Taylor also explained that in the event that she had accepted liability for the claim the application for the Time to Pay Direction would probably only have been accepted if the instalment offered had resulted in the sum being paid off within two or three years. Her offer of £20 per month would have taken 29 years to pay off the original sum claimed and this would not have been considered to be reasonable.

9. 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.

Jacqui Taylor

Legal Member

25th February 2021