

**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)**

**Chamber Ref: FTS/HPC/CV/19/0656**

**Re: Property at 30 Bredisholm Road, Baillieston, Glasgow, G69 7HL (“the Property”)**

**Parties:**

**Mr Robert Yule, Mrs Dawn Yule, 10 Mansionhouse Road, Mount Vernon, Glasgow, G32 0RP; 10 Mansionhouse Road, Mount Vernon, Glasgow, G32 0RP (“the Applicant”)**

**Ms Cathrin Shannon nee Forrester, 647 Coatbridge Road, Bargeddie, Glasgow, G69 7PH (“the Respondent”)**

**Tribunal Members:**

**Virgil Crawford (Legal Member), Elizabeth Dickson (Ordinary Member) and Richard Mill (Legal Member [Reviewer])**

**Decision in absence of the Parties**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that**

1. By lease dated 27 June 2014 the Applicants let the Property to the Respondent. The Respondent vacated the Property on 28 December 2018,
2. At that time there were arrears of rent amounting to £690.00. That figure took in to account the fact that a tenancy deposit of £995.00 had been paid which, at the termination of the lease, had been uplifted and repaid to the Applicants. It was then used in satisfaction of the outstanding arrears leaving a balance of £690.00 outstanding;
3. The Applicants applied to the Tribunal for an order for payment of the rent arrears and also for other costs arising from alleged damage to the Property and items within it;
4. The case originally called at a Case Management Discussion on 23 April 2019. The Respondent did not attend. The Tribunal determined that further information was required, in particular a full rent statement and a copy of the

- inventory of items within the Property prepared at the commencement of the lease. The Tribunal assigned a Hearing to consider the case further;
5. At the Hearing on 30 May 2019 the Respondent failed to attend. It was determined that the amount of rent outstanding was £690.00. The Tribunal, however, still required further vouching in relation to the cost of replacing other items allegedly damaged. A further Hearing was assigned to be heard on 19 July 2019;
  6. None of the Parties attended the Hearing on 19 July 2019. The Applicants corresponded with the Tribunal advising they had practical difficulties in attending but that they wished the Tribunal to make a decision in their absence. The Respondent again failed to attend having also been absent at the Case Management Discussion on 23 April and the Hearing on 30 May 2019;
  7. The Tribunal considered the issues outstanding. There were four separate items for which the Applicants were seeking payment namely:-
    - The cost of replacing 4 bar stools;
    - The cost of replacing 2 carpets;
    - The cost of replacing 2 electrical sockets;
    - The cost of replacing roller blinds in the conservatory;
  8. Before considering each of these items individually the Tribunal considered the basis upon which it required to consider the request for payment. In each case the claim made was for the cost of replacing old and damaged items with new items. Was a “new for old” replacement cost appropriate? The Tribunal decided that it was not. In the event that the Respondent is responsible for any damage to property, the amount for which she would be liable would be the value of the damaged item. That, in most instances, would be less than the cost of a new replacement. Separately, whether any damage was fair wear and tear, or whether it actually affected the value of an item which may otherwise have been damaged or needed replaced, had to be considered;
  9. On that basis, the Tribunal dealt with each item separately;

#### **Replacing Carpets**

10. The applicant was seeking the cost of replacing two carpets within the Property. One carpet had a burn mark on it. The other had been damaged with glue, nail varnish or something similar. The inventory prepared at the commencement of the lease – prepared in June 2014 – indicated that neither carpet was in pristine condition at that time. One had “stains, white stain and stain” and the other had “light marks in places”. These carpets had been in the Property for some time before the commencement of the lease although exactly how old they were was not known. What was known is that at the commencement of the lease they were damaged and they were approximately four and a half years older at the end of it. There were other carpets throughout the Property and the Applicants in fact replaced all of them. The Tribunal considered that, in the circumstances, while there may have been additional damage on two of the carpets, these were carpets which were previously damaged, of some age, would have needed replaced irrespective of this additional damage and were of no value. While there was a burn on one carpet which clearly amounted to damage, the carpets otherwise had been subjected to fair wear and tear such that, in common with all other carpets within the Property, they would have required replacement anyway.

Accordingly, the Tribunal was not willing to make an order for payment in relation to these;

**Bar Stools**

11. There were four bar stools within the Property. Again, at the commencement of the tenancy they were not in perfect condition. One had a hole on a corner and another had light marks on the back. At the end of the tenancy one of the bar stools was significantly damaged, beyond what the Tribunal considered to be fair wear and tear. The Applicant wished to replace all four, to ensure the stools matched. While it appeared the same stools may still be available for purchase, one new stool would perhaps have been obvious against the others. While it was understandable that the Applicants may wish to replace them all, having regard to the matters referred to at paragraph 8 above, the Tribunal did not consider it appropriate that the Respondent be liable for the full cost of replacing all four on a new for old basis. Considering the age and original condition of the stools, the Tribunal considered that they would be worth approximately 25% of their original value. The Tribunal, therefore, allowed 25% of the cost of replacing the set, that being a sum in the amount of £54.99;

**Conservatory Blinds**

12. The conservatory had eleven roller blinds. They appear to have been in good order at the commencement of the tenancy. At the end of the tenancy five of them were damaged by fraying and heavy staining. The damaged blinds could not be replaced in isolation as the fabric used to make them was no longer available. In the circumstances, the Applicant sought payment of the cost of replacing all eleven blinds. The total cost of this was £1,264.20. The Tribunal considered that the damage to the blinds went beyond what amounted to fair wear and tear. Again, however, the blinds were now of some age. They had been in the Property for two years before the commencement of the lease. Having regard to their age and likely value at the date of termination of the lease, the Tribunal allowed approximately 33% of the amount claimed, that being a sum in the amount of £400.00;

**Electrical Sockets**

13. Two electrical sockets were damaged. One was clearly broken. The other was badly scorched. The Applicants previously opined that the scorching must have been as a result of a faulty item being used in the socket. The Tribunal could not accept that assertion which was nothing more than an opinion expressed at the previous Hearing. One of the sockets, however, was clearly damaged. In the circumstances, the Tribunal allowed the cost of replacing one, that being a sum in the amount of £20.00;
14. The Tribunal, therefore, considered that the Respondent is liable to make payment of the following:-

Rent arrears	£ 690.00
Replacing bar stools	£ 54.99
Replacing blinds	£ 400.00
Replacing electrical socket	£ 40.00
Total	<u>£1,184.99</u>

15. The Tribunal made the following findings in fact:-
- i. By lease dated 27 June 2014 the Applicant let the Property to the Respondent. The lease ended on 28 December 2018;

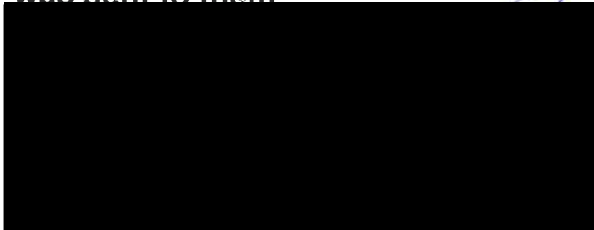
- ii. At the termination of the lease the Respondents were in arrears of rent in the sum of £690.00;
- iii. At the termination of the lease there was damage to bar stools which exceeded what would be expected by fair wear and tear. The Respondent was responsible for the cost of this damage. That amounted to £54.99;
- iv. At the termination of the lease there was damage to blinds within the conservatory which exceeded what would be expected by fair wear and tear. The Respondent was responsible for the cost of this damage. That amounted to £400.00;
- v. At the termination of the lease there was damage to an electrical socket which exceeded what would be expected by fair wear and tear. The Respondent was responsible for the cost of this damage. That amounted to £20.00;

## **DECISION**

The Tribunal granted an order against the Respondent for payment of the sum of ONE THOUSAND, ONE HUNDRED AND EIGHTY FOUR POUNDS AND NINETY NINE PENCE (£1,184.99) STERLING to the Applicants.

## **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.**



19 July 2019

Legal Member/Chair

Date