



**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/19/3104**

**Re: Property at 24 Caledonian Place, Montrose, DD10 8TL (“the Property”)**

**Parties:**

**Mr Michael Went, 4 Parklands of Murroes, Kellas, Dundee, DD5 3PB (“the Applicant”)**

**Mr Fraser McLeod, 2 Apple Wynd, Montrose, DD10 8BE (“the Respondent”)**

**Tribunal Members:**

**Petra Hennig-McFatrige (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of the sum of £2,800 should be granted in favour of the Applicant.**

**Procedural Background:**

The Applicant is seeking an order for payment of cleaning and reinstatement costs for the property. An application in terms of Rule 111 of the Rules of Procedure was received by the First – tier Tribunal (FTT) on 2 October 2019 and the sum outstanding stated as £3,915 arising from a Private Residential Tenancy Agreement between the parties commencing on 30 August 2018.

On 4 November 2019 the Respondent had been served with the Case Management Discussion documentation fixed for 5 December 2019. This included the information that the FTT may make a decision at the CMD and in the absence of a party.

No written representations had been received by the Respondent.

At the CMD the Applicant attended with his daughter as supporter, the Respondent did not attend.

### **The Case Management Discussion:**

The Applicant referred the FTT to the check out report from Wardhaugh, the invoice from Denson Property Solutions and the Private Residential Tenancy Agreement lodged with the application and moved for an order for the full amount of £3,315, being the cost of cleaning and repairs of £3,915 less the released deposit amount of £600.

On question of the legal member he explained that just prior to the Respondent moving in the property had been fully decorated. The tenancy initially did not pose a problem but after the 6 month inspection rent started to be late, access was refused and a dog was kept in the property without consent of the landlord. The property is now being sold. The reinstatement costs are necessary to put it into the state it was at the start of the tenancy. The Applicant could not provide evidence of the cost of the carpet which had been in the property but explained this was in the property when he purchased it in 2014. He agreed that fair wear and tear had to be deducted from the cost of replacing the carpet given the time it had been in the property. He further confirmed that the full deposit of £600 had been released to him. He further stated that the tenant had returned the keys of the property on 9 August 2019 and there were no rent arrears.

The documents lodged in evidence are referred to for their terms and held to be incorporated herein.

### **Findings in Fact:**

- 1. The Applicants and the Respondents entered into a Private Residential Tenancy agreement commencing on 30 August 2018.**
- 2. The tenancy ended on 9 August 2019.**
- 3. The deposit paid was £600, which has been released to the Applicant in full.**
- 4. The costs incurred for cleaning and repairs following the end of the tenancy were £3,915 as per the invoice from Denison Property Solutions dated 23 September 2019**
- 5. The damage to the property is as stated in the check out report by Wardhaugh dated 13 August 2019.**
- 6. The carpet was 4 years old when the tenancy commenced.**
- 7. The property was freshly decorated prior to the Respondent moving in.**
- 8. The relevant provisions in the tenancy agreement regarding liability for costs of cleaning, repairs, decoration and garden maintenance are set out in clauses 11, 17, 18, 21, 36, 31, 29, 25 and 42 of the tenancy agreement.**

### **Reasons for the Decision:**

The Tribunal make the decision on the basis of the written evidence lodged and the evidence of the Applicant at the CMD.

No representations had been received from the Respondent, the Respondent did not attend the CMD and thus the facts in the case are not disputed.

There was no defence to the action. It is not in dispute that significant damage to the walls and carpets in the property was present when the Respondent moved out and that the cost for reinstating the property to the state at the start of the tenancy was £3,915.

In terms of the tenancy agreement the Applicant is entitled to cost of repair to flooring and floor coverings, cleaning and redecoration and garden maintenance from the deposit and to recover the difference from the tenant should the deposit not cover the amount necessary.

Due to the state of the property at the end shown in the check out report and photographs rechargeable costs for decoration, cleaning, removal of items and garden maintenance of a total of £2,885 were incurred.

Due to the damage to the carpets shown in the check out report and photographs cost to replace the carpet was incurred as per the invoice. In light of the age of the carpet the FTT considers that accounting for fair wear and tear 50% of the replacement cost evidenced should be deducted. Thus an amount of £515 is awarded for the damage to the carpet.

The rechargeable amount is £3,400. The deposit of £600 has been awarded to the Applicant. Thus the sum due under deduction of the deposit amount is £2,800.

## **Decision**

**The Tribunal grants an order against the Respondent for payment of the sum of £2,800 to the Applicant.**

## **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.**

Petra Henning-McFatrige

**Legal Member/Chair**

**Date**

5.12.19