



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70(1) of the Private Housing Tenancies (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/21/0369**

**Re: Property at 23 Watson Street, First Floor, Aberdeen, AB25 2QD (“the Property”)**

**Parties:**

**Mr David Cameron, C/O Margaret Duffus Leasing, 52 Bon Accord Street, Aberdeen, AB11 6EL (“the Applicant”)**

**Ms Heather Bavidge, 6D King Street, Aberdeen, AB24 5AX (“the Respondent”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member) and Elizabeth Williams (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order in the sum of Five thousand eight hundred and thirty three pounds and seventy eight pence (£5833.78)**

**Background**

- 1 By application to the Tribunal the Applicant sought an order for payment against the Respondent in the sum of £6,308.18 in respect of rent arrears, interest and damages following the termination of the tenancy. In support of the application the Applicant provided copy Tenancy Agreement between the parties dated 2 September 2010, copy correspondence between Margaret Duffus Leasing and the Respondent in respect of rent arrears, schedule of costs in relation to damages, interest rate calculation and copy trace report from Village Investigations Limited.
- 2 By Notice of Acceptance of Application the Legal Member with delegated powers of the Chamber President confirmed that there were no grounds upon which to reject the application. A Case Management Discussion was therefore scheduled for 19 April 2021.

- 3 The Respondent submitted written representations in response to the application dated 4 April 2021. In summary the Respondent disputed the sums sought by the Applicant. In respect of the rent arrears, the Respondent submitted that she had paid in excess of £100,000 in rent during the term of the tenancy which was more than enough and no further sums were due. The Respondent highlighted issues with the condition of the property, the Applicant's failure to adhere to the terms of the tenancy and his agent's refusal to provide a revised tenancy agreement following her former partner's departure from the property. The Respondent had been forced to withhold the rent in order to obtain another tenancy and escape what she described as a "financially abusive arrangement". In respect of the damages, the Respondent similarly disputed these and outlined the reasons why these were not due. She concluded by stating examples of what she perceived as unreasonable behaviour by the Applicant and his agent, including entering the property without her consent, making inappropriate and insulting comments towards her and disposing of mail.
- 4 By email dated 16<sup>th</sup> April 2021 the Applicant submitted a response to the Respondent's representations, disputing her claims and providing additional supporting documentation in the form of copy email correspondence between the Applicant, the Applicant's agent and the Respondent.

### **The Case Management Discussion**

- 5 The Case Management Discussion took place on 19 April 2021 by teleconference due to the ongoing restrictions imposed by the coronavirus pandemic. The Applicant was present and represented by Ms Claudia Hoey, Trainee Solicitor of Aberdeen and Considine. The Respondent was present.
- 6 The Legal Member explained the purpose of the Case Management Discussion. She noted that representations had been submitted by the Respondent, in terms of which she disputed the debt was owed. The Respondent advised that she wholly refuted the position put forward by the Applicant. The Legal Member noted that the Respondent did not dispute that there were rent arrears however her position was that the rent was not due as a result of the issues outlined in her representations regarding the condition of the property. The Legal Member asked the Respondent what evidence she intended on leading to support her position in this regard. The Respondent advised that she did not have any photographs or any type of proof therefore she accepted she may be in a difficult position. However she wished to maintain her defence to the application as set out in the written representations dated 4 April 2021.
- 7 The Legal Member asked the Respondent if she had sought independent advice regarding her position, to which she advised that she had not. The Legal Member stated that it would be in her interest to seek advice from an agency who could assist her with the conduct of the Tribunal proceedings, an example being the Citizens Advice Bureau.

- 8 The Legal Member then noted the issues to be resolved by the Tribunal to be as follows:-
- (i) Whether the rent arrears of £5925, together with interest thereon are lawfully due by the Respondent in terms of the tenancy agreement between the parties;
  - (ii) Whether the costs incurred by the Applicant at the end of the tenancy in respect of alleged damages in the sum of £1,117.47 are due by the Respondent in terms of the tenancy agreement between the parties.
- 9 The Legal Member therefore determined to fix a hearing in the matter. The Legal Member explained that a Direction would be issued to parties, requesting that a list of any witnesses they intended on bringing to the Hearing be submitted, as well as any additional documents they wished to rely upon in their evidence.
- 10 On 30 April 2021 the Applicant submitted documentation confirming that the deposit had been returned to the Applicant and had been applied to the rent arrears. On 17 May 2021 the Applicant submitted further documentation in response to the Direction which included a check in inventory with photographs by Method Inventories dated 2 September 2010 and check out inventory with photographs by the same company dated 4 January 2021. The Applicant also confirmed that he intended on leading two witnesses at the Hearing: Mrs Sarah Harley of Margaret Duffus Leasing and Mr John Watson, painter and decorator. No further written representations were received from the Respondent.

### **The Hearing**

- 11 The Hearing commenced on 2 June 2021. The Applicant was present and represented by Ms Hoey. The Respondent was present. The Applicant's witnesses were both on standby. As a preliminary matter the Tribunal confirmed that parties were in receipt of all documentation submitted to the Tribunal. In terms of the procedure to be followed at the hearing, the Tribunal determined to hear evidence on the claim for rent arrears and interest first, followed by the claim for damages. In respect of the rent arrears, the Tribunal considered that the Respondent should lead her evidence first, on the basis that the onus was on her to establish why the arrears were not due in the face of the tenancy agreement and the rent statement produced by the Applicant. In pursuance of the overriding objective to ensure insofar as possible that parties are on an equal footing procedurally and able to participate in the proceedings the Tribunal assisted the Respondent in leading her evidence by asking questions and directing her to matters relevant to the issues the Tribunal required to resolve.
- 12 The evidence led by parties at the hearing has been summarised in this decision, focusing on those matters that are relevant to the Tribunal's determination of the application.

### *Claim for rent arrears and interest*

- 13 The Respondent confirmed that she had signed the tenancy agreement produced by the Applicant back in 2010 which included an obligation to pay rent of £850 per month. However her position was that an updated tenancy agreement should have been provided by the Applicant when her former partner had left the property. She had requested a new tenancy agreement in order to claim the housing element of universal credit as the Department of Work and Pensions had refused to accept the 2010 agreement. The request had been made to Margaret Duffus Leasing by email in January or February 2020. The Tribunal asked the Respondent why she had not submitted the email correspondence as supporting evidence. The Respondent advised that she did not realise the onus was on herself to prove what had transpired between herself and the Applicant. The Applicant's agent Margaret Duffus Leasing should have a record of this.
- 14 The Tribunal asked the Respondent if she had qualified for universal credit without the housing element. The Respondent advised that she did not as her earnings exceeded the threshold. She was earning approximately £1200 per month after tax and confirmed that she had been in employment as a temporary administrator throughout the pandemic. She had to continue in that role due to the downturn in the job market, which had led to her leaving a previous job with an oil company. She had since been made permanent in the administrator role and her earnings had increased as a result. In response to further questions from the Tribunal, the Respondent explained that she had not sought any advice regarding her universal credit application, she was borrowing money to pay the rent and had asked Margaret Duffus Leasing for a new tenancy agreement.
- 15 The Tribunal noted that rent had been reduced from £850 to £725 which was accepted by the Respondent. The Tribunal asked if the sum of £5925 was an accurate figure in terms of the rent arrears outstanding. The Respondent advised that the rent could have been reduced further, given the state of the property. She outlined issues including a lack of skirting boards and shabby furniture. She described the property as a dump. She explained that she wanted to leave but could not afford a rent and deposit for another property as a result of having to pay such a high rent on top of her reduced earnings. She was getting further and further into debt and felt trapped. The Applicant refused to consider reducing the rent to a more reasonable rate.
- 16 The Respondent explained that she had been offered a property with Grampian Housing Association but could not accept it because she could not afford to furnish the new tenancy. The Tribunal asked if that had been explained to the housing association at the time. The Respondent confirmed that it had, but they could not offer any assistance. There were charities who could help, but only for applicants on income support and the Respondent did not meet that criteria. The Respondent explained that she had since been able to move to new accommodation through withholding the rent for the Applicant's property. She confirmed that between May 2020 and January 2021 she did not pay any rent for the property.

- 17 The Tribunal asked if the Respondent had notified the Applicant that she was withholding rent, or notified them of the disrepair at the property. The Respondent advised that she had not put anything in writing but there had been several conversations with members of staff at Margaret Duffus Leasing which were unsatisfactory. She had not explicitly stated that she was withholding rent but she was trying to obtain a rent reduction. The Respondent stated that staff were snide towards her on the phone and could not care less about her situation. They were laughing and mocking her. She had complained to Sarah Harley. Mrs Harley had given the view that perhaps the Applicant's expectations were too high regarding the rental market in Aberdeen.
- 18 The Tribunal asked the Respondent if she had sought advice regarding her position with the rent arrears. She advised that she had spoken to the Citizens Advice Bureau, who told her that she would only need a solicitor once things progressed to the First-tier Tribunal and she did not need legal advice at that stage. The Respondent advised that she did not think that things would get this far and that she would get to the end of the tenancy without having paid anything. However she did not have any money. She was trying to pay back other debts, giving credit cards as an example. She had no intention of leaving the property with rent arrears however she was in a desperate and traumatic situation. The Respondent confirmed that she had stopped communicating with Margaret Duffus Leasing towards the end of the tenancy. No one had asked her about the rent arrears. There would have been opportunities to reach an agreement but no one had attempt to do so on the Applicant's behalf. The Respondent pointed out that the Applicant was not the victim in this situation.
- 19 Ms Hoey was given the opportunity to question the Respondent at this point but declined to do so.
- 20 The Tribunal then asked the Respondent regarding the claim for interest on the rent arrears. The Respondent advised that the interest was not due. The Respondent then went on to say that she understood Sarah Harley would be coming on to the call and noted that Mrs Harley was still working for the Applicant. She was therefore being paid by the Applicant to say what he wanted her to say. The Respondent didn't realise she could have brought witnesses along to support her position. The Tribunal reminded the Respondent regarding the Direction and the discussions at the Case Management Discussion, as well as the opportunity for the Respondent to seek advice regarding the conduct of the Hearing.

### *Adjournment*

- 21 At this point in the proceedings the Respondent became emotional and upset. She indicated that she wished to leave and did not want to continue with the Hearing. She would not sit through the Applicant's evidence. The Tribunal explained to the Respondent the consequences of not participating in the remainder of the Hearing and agreed to a short adjournment to allow the

Respondent to compose herself and the Tribunal to consider how to proceed, having regard to the Respondent's situation and the overriding objectives.

- 22 Upon resuming the Hearing, the Respondent repeated her wish to leave the Hearing and not take part in any further procedure. The Tribunal explained that it would be in her interest to continue her participation and, if she felt unable to do so on her own, she could have a supporter present, or a person represent her for the remainder of the Hearing. On that basis the Tribunal advised that the Hearing would be adjourned to a future date for the Respondent to consider having a supporter or representative present and to give her a further opportunity to seek advice regarding her position. The Tribunal reiterated the consequences of not taking part in the remainder of the Hearing, in that she would not be able to put questions to the Applicant or the Applicant's witnesses regarding his evidence and would not have the opportunity to lead her own evidence regarding the claim for damages. The Respondent confirmed her understanding but stated again that she did not feel she could take part in the proceedings any longer. The Hearing was therefore adjourned.
- 23 The Hearing resumed on 8 July 2021. The Applicant was present and represented by Ms Hoey. The Applicant's two witnesses were on standby. The Respondent was not in attendance. The Tribunal had regard to the advice given to the Respondent, which was confirmed in the note of adjournment issued to her following the previous hearing date, regarding the consequences of not participating in the remainder of the hearing and considered that it had taken all reasonable steps to ensure she was able to take part, including providing her with the opportunity to have a supporter or representative present and urging her to seek advice regarding the conduct of the proceedings at both the Case Management Discussion and the previous hearing date. The Tribunal noted that intimation of the continued Hearing date had been given to her by email in accordance with the notification requirements of Rule 24 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017. The Tribunal therefore determined to proceed with the remainder of the Hearing in her absence.

*Claim for rent arrears and interest (continued)*

- 24 The Tribunal continued to hear evidence regarding the claim for rent arrears and interest. Ms Hoey explained that this was made out in the documentation submitted by the Applicant. However she did wish to lead evidence from Mrs Sarah Harley in response to some of the matters raised by the Respondent in her written representations. Mrs Harley was therefore brought into the Hearing at the appropriate point.
- 25 Mrs Harley spoke to the problems she had faced with the Respondent regarding the payment of rent. The Respondent had asked for a reduction in rent but had repeatedly failed to provide any details of her financial position. At that point the relationship with the Respondent had broken down. The Applicant had been willing to negotiate on the rent but required the Respondent to provide the information in order to do so. Mrs Harley explained that the

Respondent had become increasingly resentful towards the Applicant over recent years. She had made comments regarding the Applicant, however Mrs Harley did not see a need to pass these on to him directly. She had continued to pass on any requests the Respondent had made which were dealt with and discussed with the Applicant and the Respondent.

- 26 Mrs Harley noted the complaints from the Respondent regarding her negative experiences with her company. She conceded that she could not speak on behalf of all members of staff who had direct dealings with the Respondent, however going through the correspondence lodged in process she could only see a pattern of reaching out to the Respondent and listening to her. She believed they had communicated well, and had tried to adhere to the Respondent's requests, keeping an open dialogue throughout the tenancy.
- 27 With regard to the claim for interest, Ms Hoey pointed out the interest had continued to accrue and accordingly the Applicant sought an increased sum of £271.22. The Tribunal indicated that it would note the Applicant's request and consider, as part of its determination of the application, whether the terms of the application permitted the increased sum.

#### *Claim for damages*

- 28 The Tribunal heard evidence from the Applicant regarding the claim for damages which can be summarised as follows:-
- (i) In respect of the cost of repairing the broken cupboard door, the Applicant pointed to the two inventories lodged in process. The check in inventory confirmed the condition of the door at the start of the tenancy and the check out inventory confirmed it was broken at the end of the tenancy. The Respondent's statement that it was broken at the start of the tenancy was therefore not correct. 40% of the cost of replacing the door was sought, taking into account depreciation over the term of the tenancy. This had been assessed by the inventory company, an independent third party.
  - (ii) In respect of the cost of replacing the iron, the Applicant confirmed that the iron wouldn't have been new at the start of the tenancy. The Applicant advised that two irons had been found in the property at the end of the tenancy, both of which were in a bad state. He had thrown them both out. The Applicant explained that he would not have handed the irons over to the new tenant anyway, particularly given the long term nature of this tenancy. He would have replaced them.
  - (iii) In respect of the costs of repainting the property, the Applicant explained that Mr Watson had repainted the property in 2017. The Respondent had subsequently painted the walls in the hall a dark grey. The property had to be repainted again by Mr Watson as a result. The Respondent had not advised that she was going to carry out repainting. In response to questions from the Tribunal, Ms Hoey on the Applicant's behalf

conceded that the tenancy agreement did not explicitly prohibit the Respondent from redecorating the property. However paragraph K of the Schedule of Conditions did require her to keep the property in a good tenable state of decoration. The Tribunal asked if the redecoration was required because the walls were in poor condition. The Applicant advised that there was no damage as such, however the property could not be relet in the dark gray colour. It looked terrible. Mr Watson was brought into the Hearing to give evidence on this point. He confirmed that the walls had been painted a dark gray by the Respondent. It did not look like a professional paint job and needed done properly. It took a few coats of paint to paint over it. He thought it was too dark. Mr Watson also confirmed there were some holes to be filled in the walls, a few dents in one wall and one of the corners had been damaged as well.

- (iv) In respect of the cleaning costs, the Applicant referred to the inventory which confirmed that the property required cleaning. He had to hire a van to clear out items left by the Respondent. A lot of things had been left in the property. The Applicant confirmed again that the cost had been estimated by the inventory company, an independent third party, but was an accurate reflection of the costs he had incurred in terms of van hire and cleaning. In response to questions from the Tribunal, the Applicant confirmed that some of the items removed were part of the contents provided under the tenancy agreement, including an old mattress, and would not therefore have been the Respondent's responsibility.
- (v) In respect of the extractor fan, the Applicant confirmed that it was not working at the end of the tenancy and hanging down slightly from the fitting. He had to instruct an electrician to fix it. The Respondent had failed to report this repair. The Applicant could not say unequivocally that it had been tampered with, however he did note that all of the smoke alarms and carbon monoxide alarm had their lower halves removed, therefore he could assume the Respondent had also tampered with the extractor fan. In response to questions from the Tribunal the Applicant confirmed that he had not received any feedback from the electrician regarding possible tampering.
- (vi) In respect of the television, the Applicant confirmed this was purchased by him in November 2017 at a cost of £349. The property contained a television when it was let, this had been left by the previous tenant, however it was an old model and the Applicant had agreed to replace it as a gesture of goodwill after he had thrown out some of the Respondent's mail by mistake. It was made clear to the Respondent that the television was part of the contents of the property. He pointed out that the Respondent could have confirmed this with his letting agent before she left the property.
- (vii) In respect of the door handle, the Applicant confirmed that there was no internal lock on that particular door and over time it would shut itself. The Respondent had not reported this to the letting agent, instead she had instructed the locksmith herself to remove the door handle. The



locksmith then had to be instructed to replace the door handle by the Applicant. The Applicant pointed to the inventory which showed the missing door handle. In response to questions from the Tribunal the Applicant confirmed that other door handles in the property had now been replaced following comments in the inventory regarding their condition.

(viii) The Applicant confirmed in his evidence that the costs in respect of the vacuum cleaner, utility room table and replacement of other various items were no longer sought as part of the application.

29 Ms Hoey was given the opportunity to make closing submissions. She advised that it had been difficult for the Applicant to hear what had been said by the Respondent. He had done everything he could to help her, and there had been a good relationship between them until recent times. The Respondent had failed to establish a case that the rent arrears were not due. The Tribunal should prefer the evidence of the Applicant and his witnesses over the evidence of the Respondent. Ms Hoey therefore urged the Tribunal to grant an order for payment, subject to the increased sum of interest and removal of the costs identified by the Applicant in respect of the damages sought.

### **Findings in Fact and Law**

30 The Applicant and Respondent entered into a Tenancy Agreement dated 2 September 2010 in respect of the property.

31 The tenancy was a joint tenancy between the Respondent and Matthew Stewart, who were jointly and severally liable under the terms of the agreement.

32 Mr Matthew Stewart vacated the property on or around July 2011.

33 In terms of the said Tenancy Agreement, the rent payable for the property was £850 per month.

34 By email dated 13 September 2016 the Applicant agreed to reduce the rent to £750 per month.

35 By email dated 26 June 2019 the Applicant agreed to reduce the rent to £725 per month.

36 The last payment of rent received from the Respondent was for the period of 2 April 2020 to 1 May 2020 in the sum of £600.

37 The tenancy terminated on 1 January 2021. As at the date of termination arrears in the sum of £5925.00 were outstanding.

- 38 Paragraph C of the Schedule of Conditions of the said Tenancy Agreement allows for interest to be charged on any rent remaining unpaid for a period of seven days, to be calculated at 5% over the Bank of Scotland base rate.
- 39 The interest accrued for the period 10 April 2020 to 31 December 2020 is £115.71.
- 40 In terms of Paragraph J of the said Schedule of Conditions of the said Tenancy Agreement the Respondent undertook to make good, pay for and replace any articles of furniture, fittings or equipment that may be lost, damaged or destroyed during the tenancy, excepting fair wear and tear, providing same was caused by her negligence.
- 41 In terms of Paragraph K of the Schedule of Conditions of the said Tenancy Agreement the Respondent undertook to keep the property and the whole fittings, fixtures, furnishings and effects in a good tenable state of repair and decoration, ordinary wear and tear excepted, throughout the term of the tenancy, and to leave the property in a clean and tidy condition at the termination of the lease.
- 42 Following the termination of the tenancy the Applicant required to repair a broken sliding cupboard door.
- 43 The cupboard door was in good condition at the commencement of the tenancy.
- 44 The damage to the door is due to the negligence of the Respondent and not fair wear and tear.
- 45 The cost of replacing the door was £562.80. The Applicant is therefore entitled to the sum of £225.12 in respect of the repair to the door, being 40% of the cost which is considered a reasonable proportion taking into account the lifespan of the fixture.
- 46 Following the termination of the tenancy the Applicant required to remove various items from the property and undertake cleaning due to the Respondent's failure to leave the property in clean and tidy condition.
- 47 The Applicant is entitled to the sum of £157 in terms of the costs incurred in cleaning and removing items from the property.
- 48 Following the termination of the tenancy the Applicant require to replace lightbulbs which were the responsibility of the Respondent under the said terms of the Tenancy Agreement between the parties.
- 49 The Applicant is entitled to the sum of £12 for the replacement light bulbs.

- 50 Following the termination of the tenancy the Applicant required to replace a missing Samsung television which was an item of equipment provided under the terms of the Tenancy Agreement.
- 51 The television was purchased at a cost of £349 and installed in the property in November 2017 and replaced a previous television which was present in the property at the start of the tenancy.
- 52 The Applicant is therefore entitled to the sum of £191.95 in respect of the replacement television, being 55% of the cost of the television which is considered a reasonable proportion taking into account the lifespan of the item.
- 53 Following the termination of the tenancy the Applicant required to replace a door handle which had been removed by the Respondent.
- 54 The Applicant is entitled to the cost of £57 in respect of the replacement door handle.
- 55 The Applicant is therefore entitled to the sum of £643.07 in respect of the claim for damages.
- 56 The Respondent paid a deposit of £850 at the commencement of the tenancy.
- 57 The deposit was repaid to the Applicant by the tenancy deposit scheme following termination of the tenancy.
- 58 The total sum due to be paid to the Applicant by the Respondent in terms of the Tenancy Agreement between the parties is £5833.78.

### **Reasons for Decision**

- 59 The Tribunal determined the application having regard to the written representations produced by the parties, as well as the evidence heard at the hearing. The Respondent had chosen not to attend the second day of the hearing which did result in the Tribunal being unable to hear evidence from her on the Applicant's claim for damages, albeit she had set out her position in her written representations. Whilst the Tribunal did have sympathy for the Respondent's position, ultimately it considered that it had taken all reasonable steps to assist her by ensuring she was procedurally on an equal footing to the Applicant and able to participate. At each stage of the proceedings it had been made clear what was required of her and she had been directed to seek advice at the outset of the proceedings on how to conduct her case. The hearing had been adjourned to allow her to collect her thoughts and consider whether to have a supporter or representative present, but regrettably she had instead chosen not to attend on the second day. The Tribunal was therefore satisfied

that it could proceed to make a determination of the application and considered that it had sufficient information upon which to do so.

- 60 With regard to the rent arrears the Tribunal concluded that the Respondent had failed to establish any legal basis to refute the Applicant's claim for payment which was clearly set out in terms of the tenancy agreement and the rent schedule lodged in process. The Tribunal preferred the evidence from the Applicant and his witnesses regarding the history of engagement and did not accept the Respondent's characterisation of the Applicant. He had agreed a reduction of the rent on two occasions and had again been open to negotiate when the Respondent highlighted her financial difficulties in early 2020, subject to the provision of information on her financial situation which appeared to be an entirely reasonable request. The Tribunal accepted that the Respondent had been in a difficult position financially, however that did not absolve her of her obligations under the lease. It appeared from her evidence that she had simply chosen to prioritise other spend over her rental payments.
- 61 With regard to the claim for interest, the Tribunal was satisfied that the sum of £115.71 was due under the terms of the Tenancy Agreement. The Tribunal considered it was unable to make an order in the increased sum sought by the Applicant at the hearing on the basis that this would constitute a request for amendment of the application and fair notice would require to have been given to the Respondent which was not possible at this late stage.
- 62 Finally with regard to the claim for damages, the Tribunal was satisfied based on its findings in fact that the Applicant was entitled to the sum of £643.07. The Tribunal did not make any finding in respect of the repainting costs on the basis that there was no provision in the tenancy agreement preventing the Respondent from carrying out redecoration. Whilst the Tribunal did note that the colour choice was not the preference of the Applicant, that did not in the view of the Tribunal amount to a failure to maintain the property in good decoration as required by Paragraph K of the Schedule of Conditions of the said Tenancy Agreement. Mr Watson had mentioned some damage, but this was not reflected in the Applicant's evidence and the Tribunal took the view that this would amount to fair wear and tear. The Tribunal did not therefore find the Respondent liable for these costs.
- 63 Similarly the Tribunal was unable to make a finding that the Respondent was liable for the costs of repairing the extractor fan in the absence of any clear evidence of tampering or negligence on her part. In respect of the replacement iron the Applicant was clear in his evidence that he would have replaced that item regardless therefore the Tribunal could not attribute any liability to the Respondent, particularly when at least one iron had been left in the property which complied with the inventory of contents at the start of the tenancy.
- 64 The Tribunal therefore determined to make an order in the sum of £5833.78 against the Respondent, taking into account the repayment of the tenancy deposit.

65 The decision of the Tribunal was unanimous.

### **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.**

# R O'Hare

12 July 2021

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Legal Member/Chair

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Date