



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/22/4359

Re: Property at Flat C 23 Nellfield Place, Aberdeen, AB10 6DE (“the Property”)

Parties:

Mr Alatoru MacPepple, 4 Fernhill Avenue, Bolton, BL3 4JS (“the Applicant”)

Mr Muyiwa Olayiwola, 286 Ground Floor Right, Union Grove, Aberdeen, AB10 6TQ (“the Respondent”)

Tribunal Members:

Yvonne McKenna (Legal Member) and Gerard Darroch (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Order for Payment be made in favour of the Applicant in the sum of £1377.25

Background

1. This is an application in terms of Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Applicant is seeking an order for payment of the sum of £5756.25 in terms of s71 of the Private Housing (Tenancies) (Scotland) Act 2016.

2. The Tribunal had before it the following documents:

a) Application dated 8 December 2022(updated on 27 February 2023).

b) Tenancy agreement with a commencement date of 4 June 2020.

c) Rent Statements (Excel Spreadsheet) for the period May 2020 to November 2022.

d) Bank Statements covering the period 1 May 2020 -30 November 2022

e) Various pieces of evidence regarding the damage said to have been sustained and caused by the Respondent at the Property including photographs of the interior of the Property at the conclusion of the tenancy and an e-mail from the Applicant dated 1 February 2023 with further information regarding the claim and including transaction details regarding the following ;-

- Asda receipt for bedding to replace that said to have been destroyed by Respondent £37.25
- Paid Invoice from Aberdeen City Council for collection of old mattress/bed and cabinet- £30
- Quotation from Creative Joinery Aberdeenshire dated 26 December 2022 for £2,200 repair works at the Property
- Claim for £1000 for time spent by Applicant , services of inspection and management for building works – no invoices available – cash payments said to have been required
- New bed and mattress £479 Order from beds.co.uk dated 16 January 2023
- £150 cash payment for installation and delivery of the bed and mattress(not receipted or invoiced)
- Asda receipt for £10 cost of bath mat set said to be damaged by Respondent
- £40 for replacement bedside cabinet together with Facebook exchanges

3. A CMD was set for 12 May 2023 at 2pm.

4. On 6 April 2023 all parties were written to with the date for the CMD.

5. Service was effected on the Respondent by Sheriff Officers on 11 April 2023.

6. On 26 April 2023 the Respondent forwarded to the Tribunal written representations setting out that he disputed the sums due and including various bank statements.

7. On 8 May 2023 the Applicant sent in further written representations to the Tribunal together with an updated rent statement, e-mails regarding the deposit, text messages exchanged between the parties and 4 photographs of the Property at the commencement of the tenancy.

The Case Management Hearing (CMD) 12 May 2023

8. A CMD took place by teleconference on the 12 May 2023 at 2pm. Both the Applicant and the Respondent participated.

9. The Respondent said that he had received the Applicant's representations dated 8 May 2023 from the Tribunal only when he had checked his e-mails the previous evening, and had not had time to go through them properly.

10. The Tribunal explained the purpose of the CMD and the procedure that would be adopted.

The Applicant's position

11. The Applicant confirmed that the amount of unpaid rent that was due from the Respondent in terms of the recent rent statement was £380. This took account of the fact that he had now received the sum of £370 from the Deposit Scheme administrator which had been allocated to the rent account. This was the sum he now sought by way of rent arrears.

12. In relation to the damage at the Property his claim was made up of the following:-

- Costs of linen/mattress protectors at Asda £37.25
- Aberdeen City Collection dues £30
- Joinery/ Building Report invoice- he said that the final invoice due and paid was £2265
- Cost of new bed £479
- Replacement bathmats £10
- Replacement Chest of Drawers £40
- Personal Time cost on inspection etc £1000
- Cost of installation and delivery of bed £150

13. He accordingly restricted his claim to these specific heads of damage.

14. He stated that he would be able to produce the invoices and proof of payment made to the builders.

15. With regard to his claim for his own time, the Applicant said that he was a self-employed landlord and had needed to take time off his work in order to oversee the works at the Property and manage these.

16. He stated that he may be able to provide proof of a separate payment regarding the bed delivery and that he would check that.

17. He anticipated only giving evidence himself and did not anticipate calling any witnesses. He stated that he may have difficulty attending a Hearing in July and August 2023 when his children will be on their school holidays.

The position of the Respondent.

18. The Respondent accepted that there were £380 of rent due and accepted that the deposit had already been offset to the rent account when the Applicant received this from the deposit scheme.

19. In relation to the sums due for damage to the Property these were all denied by him and his position was set out in his representations to the Tribunal. He argued essentially that any damage was due to fair wear and tear only in respect of a tenancy which ran for two and a half years.

20. He did accept that it was reasonable for the Applicant to seek a sum for the replacement bedding of £37.25 and the replacement chest of drawers of £40. The balance of the sum claimed remained disputed.

21. As regards witnesses the Respondent said that a couple of friends of his had seen the Property when he moved in, and when he left, and he may ask them to be witnesses for him.

Agreed Facts

22. Parties were in agreement regarding the terms of the lease, the rent payable and the end date. They were also in agreement that the sum outstanding regarding rent (after payment of the deposit was allocated) amounted to £380.

23. Given the dispute regarding the remaining matters the case required to be determined at a Hearing when full evidence was led before the Tribunal.

24. Directions were issued by the Tribunal in the following terms;-

The tribunal, on its own initiative and for the purpose of making inquiries, give the following Direction to the Applicant/Respondent as to the conduct and progress of this Application in terms of Section 16 of Schedule 1 to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017:

The Applicant is required to provide:

- 1. Verification of payments made to any builders/joiners regarding works carried out at the Property including receipted invoices.*
- 2. Proof of payment regarding bed delivery/installation*
- 3. List of witnesses (if any to be called)*

The Respondent is required to provide

- 1. List of witnesses (if any to be called)*

The said documentation should be lodged with the Chamber no later than close of business on 31 May 2023

The Hearing 5 July 2023

25. The Hearing took place by teleconference on 5 July 2023. Both the Applicant and the Respondent were in attendance.

26. The Applicant made an opening statement. He said that the evidence and the facts that he had presented spoke a thousand words. He said that the Respondent had received the Property in a good state. After a period when the Respondent had not paid any rent he had “trashed the place up”. He said that he could not see the relevance of the Respondent’s witnesses and that the Respondent was wasting his time and wasting the Tribunal’s time.

27. The Respondent said that he disagreed and that his witness Mr Mark Uba had seen the condition of the Property when he first moved in.

28. The Tribunal was able to reach the Respondent’s witness Mr Uba before the case commenced. He agreed to give evidence when he was called to do so. The second witness was not contactable. The Respondent said that he was keen to proceed and would do so without Mr Chukwudi.

Evidence of the Applicant

29. Mr MacPepple said that he had already submitted his evidence and the costs of repair to the Tribunal. In relation to the damage at the Property he confirmed his claim was made up of the following;-

- Costs of linen/mattress protectors at Asda £37.25
- Aberdeen City Collection dues £30
- Joinery/ Building Report invoice- he said that the final invoice due and paid was £2265
- Cost of new bed £479
- Replacement bathmats £10
- Replacement Chest of Drawers £40
- Personal Time cost on inspection etc £1000
- Cost of installation and delivery of bed £150

30. With regard to the £30 collection dues this was the cost he had paid to Aberdeen Council to have the mattress, the bed frame and the cabinet uplifted.

31. With regard to the £2265 he said that he had provided his bank statements to the Tribunal and had identified the payment that he had made to the builder.

32. There was then a short break in the proceedings to allow the Applicant time to upload the Bank statement and for this to be crossed over to the Respondent as this had not been received by the Tribunal members to date.

33. The Hearing then re-convened. The bank statement showed a payment of £1300 made by the Applicant to the builder on 28 December 2022 and a payment of £900 made to the builder on 3 January 2023. He had received the builder's details from "Check-a-Trade". After the work had been carried out the builder had refused to provide an invoice. He said that some builders don't bother and that you would only have leverage if they had not been paid. The builder that he had instructed presented as a handyman and joiner. He had chosen the carpet with the builder. He wanted a hard wearing carpet.

34. He had initially claimed £6000 from Safe deposit Scotland and in his communication with the Respondent based on his own estimate of the

damage costs and before he had shopped around for builders. He had spoken to different builders. Some had given astronomical quotes.

35. In respect of the cost of the new bed installation he said that this £150 was a cash payment which had been made to the delivery driver. He did not have any receipt or invoice for this. He said that he was not there when the bed was delivered. He said that someone else was. He did not want to provide the Tribunal with the details of this friend. He said that he was a friend in Aberdeen. The Applicant had asked this friend to pay for the installation/delivery costs. He said that he had not paid this friend and that he still owed him this money.

36. He had bought the bed from a smaller bed supplier which outsourced the delivery. He said that if you buy a bed from 'John Lewis' or 'Marks and Spencer' that this would be delivered by the supplier. But, if you buy a bed from a smaller supplier the bed is cheaper as the bed company outsource delivery.

37. In respect of his own time the Applicant had assessed this at £1000. He was asked how he had arrived at this figure. He said that he now lives in Bolton. He had required to drive up to Aberdeen to see for himself what the Property was like and he had to travel on 2 occasions to supervise the works.

38. In addition he had to spend time remotely supervising the works. He accepted that this was part and parcel of being a landlord but that when he had an unruly tenant that the tenant should be required to pay for the cost. He said that the tenant had not ever paid the rent on time and that he had been lenient with him. He had never charged late payments. The tenant had taken advantage and abused him.

39. He said that he had to take time off his work to sort matters at the Property. When the Tribunal enquired further about what time the Applicant had off, the Applicant said, "I'm not willing to discuss that." He said that he is a professional engineer and a private landlord. In relation to the supervision element, the Applicant said that he needed to ensure that the proper paint turned up and that the Property was cleaned up after the works were carried out. He said that the works were carried out from the middle to the end of January 2023. . He said that as he was a professional engineer he was more qualified to check the paint than a third party would be.

40. He said that he had considered using the services of a letting agent but that this involved an administration fee and could cost him 3 or 4 times more than him dealing with things himself. He had previously had a letting agent for the Property. He said that it was not necessary. He has other properties that he lets out. Very reluctantly, and only after some probing by the Tribunal, he said that he had around 7 properties scattered around the country. One is in Glasgow; he has another property in Aberdeen and some in England. He has been a private landlord for 10 years. He does not regularly visit all these properties except if there is a reason to. He said that some are managed by letting agents.

41. He said that the current case with the Respondent is the worst case that he has encountered in his 10 years as a landlord. The Respondent originated from Nigeria. He said that he had compassion for him and had thought that he would be a good tenant. The Respondent had claimed during the tenancy that there was a rat infestation. The Applicant said that he had carried out repairs at the Property himself. He said that most buildings were infested, and that he had come to inspect the Property himself at that time, to make sure that the specialists had come to visit, and the problem had been dealt with. He had inspected the boiler and the electricity services as well during this visit.

42. The Applicant said that he had carried out regular inspections personally. He said that he would not necessarily have needed to come up at the end of the tenancy to inspect the Property and that photographs would be taken. At the end of the tenancy, the Respondent left without notice. Sometimes he engages third parties to check over his properties at the conclusion of the tenancy.

43. The Applicant in his evidence referred to the photographs that he had taken at the beginning of the tenancy. He accepted that there was no detailed Inventory with the tenancy agreement. The contents of the Property were not listed. The condition of the Property at the beginning of the lease, he said, was clear from his photographs.

44. With regard to the pictures taken at the end of the tenancy the Applicant said that he had needed to clear up mould and dirt. He had replaced silicone in the kitchen and the bathroom otherwise a new tenant would not move in.

45. He said that the damage was not wear and tear. He said that the Respondent was having parties and drinking alcohol in the Property. The bedroom carpet was beige. There were marks on the carpet to an extent that a new carpet in the bedroom was needed. It would have been a waste of time to try and have the carpet professionally cleaned.

46. He had bought the bed for the Property himself prior to the Respondent moving in. He did not have a receipt for it. It was purchased at around the same time that he purchased the Property in 2018/2019. The Respondent had seen the bed and its condition before he took entry. As a landlord he would expect normal wear and tear.

47. He had visited the Property every year. The Respondent had never complained about the carpet or anything else in the Property other than the rat infestation. When he had initially visited the Property it was being looked after. The last inspection would have been 3-4 months prior to the Respondent moving out. This was not the Applicant who carried out this inspection. He believed that it was the boiler engineer. He told the Applicant that he could not recognise the Property anymore.

48. The Respondent had, however, vandalised his Property. He referred to the state of the wall in the bedroom. He suggested that it was faeces on the wall. He said that the Respondent had damaged the wall and the carpet in a spiteful way. He had also evaded the Applicant's calls and e-mails and made himself non-contactable.

49. The Applicant had not rented the Property out after the Respondent left. This was for personal reasons. He was separated, and having the Property empty, would allow the Applicant somewhere to stay when he was exercising access to his children.

50. He said that he had learned his lesson and should have got an agent to manage the Property for him.

Evidence of the Respondent

51. The Respondent said that it was untrue to say that he had vandalised the Property. He said that he was not going to criticise the Applicant as he was still very grateful to Mr MacPepple for what he had done for him. There was no reason for him to vandalise and it was not in his nature to be destructive. He said that he had moved in during the peak of the COVID virus when no one was willing to rent out alternative properties. He did not have the luxury of selection. He was in a very difficult position and was a student at the time. He said that he accepted that he had not made any complaints about the Property, but that he could not really do so, due to the position he was in. He said that it was during COVID, and that he was not working, and was beginning to get depressed.

52. If he missed a month's rent he paid it back the following month. It was not the position that he neglected to pay his rent without concern. He had tried to recover and to explain his position. Due to the nature of the anxiety and depression that he was having, he had reached out to the Applicant and explained things to him.

53. He said that he had discussed the 3 –seater couch with the Applicant and that the Applicant had said he wanted to dispose of a chair. He had helped the Applicant with that chair out of the Property.

54. When he moved in he did not know that he could ask for another bed. He did not think that it was morally right to do so. He did not want to place this financial burden on the Applicant.

55. He had met the Applicant when he first came to view the Property. The second time he met him, was when the Applicant came to block holes when he had complained about rats. Apart from that, he had never seen him, and he could not understand why the Applicant said that he had carried out regular checks on the Property.

56. Regarding the bed, he said that it was not a new bed when he moved in. The Applicant had accepted in his evidence it was 3 years old. By the time the Respondent moved out, the bed had 6 years of usage. He therefore did not understand why he was being expected to pay for a new bed. When he had

moved in, as was shown on the Applicant's photographs there was bedding on the bed and you could not see the condition of the bed underneath the bedding. It was in a bad condition when he moved in. If you pressed the bed you could feel the springs.

57. The Respondent said that he had two close friends in Aberdeen and that one of them, his friend Mr Mark Uba had been with him on the day that he moved in.

58. He referred to the fact that there was no Inventory list. He said that the new property that he has since moved in to had an Inventory where every mark on the items within was accounted for. When he moved into the Property there was nothing like that.

59. He said that at the end of the tenancy, he had a telephone call with the Applicant. He had told Mr MacPepple that he was being allowed to move in to his new accommodation on 24 November 2022, so he would move out of the Property on the 27 November 2022. Mr MacPepple had not come to view the Property before he left. Therefore he had put the key under the foot mat, so the Applicant had probably come in afterwards.

60. The Respondent said that the photographs that the Applicant had lodged of the Property, after the Respondent had left, were misleading. He had not left an iron lying out in the living room, as one photograph depicted. He said that no one had come to view the Property when he was about to leave.

61. In relation to the bedroom carpet it was visibly worn at the beginning of his tenancy. He had not been fussy about this, as he had needed somewhere to sleep. He had never had any parties with friends. If he had a party it would have been in the living room and not the bedroom. There were a few marks here and there already on the bedroom carpet at the beginning of the tenancy. Mr MacPepple had not contacted professional carpet cleaners to deep clean the carpet. He had just wanted a new carpet and for the Respondent to foot the bill.

62. He accepted that when he moved in, that the walls were freshly painted white. Over time, the walls did have some marks, but nothing caused by damaging, just normal every day markings. In the bedroom there were marks

where he had leaned his head against the wall as there was no headboard on the bed. He said that he had to sleep across the bed and there was a mark by the side of the bed where he had leaned his head.

63. He said that he could not understand why Mr MacPepple suggested he had put faeces on the bedroom wall and why he was, "taking these routes of assaulting my personality and giving me a crazy profile". The Respondent said this evidence of the Applicant was clearly untrue. He said that he worked part-time in the health care profession and questioned why he would do this. He did not vandalise the Property. If anything he was grateful to the Applicant. The Respondent said that he had bought a new Hoover, on 'e-bay', which had cost £60, and had not complained about that to Mr MacPepple. He had not wanted to stress him.

64. He said that he should be responsible to pay the Applicant for the replacement bedding of £37.25, the replacement cabinet of £40 and agreed rent arrears of £380.

65. He said that when he left the Property that he cleaned as much as he could including all the touch points and he had cleaned all the floors. There was no animosity between him and Mr MacPepple. The Respondent asked for more time to move out, as he needed to borrow money as he needed three months' rent in advance as well as a deposit. He needed to beg for money from family and friends. He had just finished university at the time.

66. He had no explanation regarding the photographs which depicted the Property at the end of the tenancy and said this was not how he left the Property. They showed the bed lying off the base and an iron in the living room on the floor. This was not as he had left it, and shed him in a bad light. There was also not as much staining on the bedroom wall when he had left.

67. In relation to the electricity meter he said that it was suggested in the Applicant's evidence that he was due money on the meter to paint him in a bad light. He said that there was no debt on the meter. When he had bought an electric card this had been loaded to the meter. He said that if you did not load the card you would not get electricity.

Evidence of Mr Mark Uba (Respondent's Witness)

68. Mr Uba is a Healthcare Worker and is 38 years of age. He is a friend of the Respondent. He has known him since 2019, when he was undertaking his Masters Degree at Robert Gordon's University in Aberdeen. They were class mates and became friends. He recalled the Respondent moving into the Property. It was close to his own accommodation. There was no electric light when they viewed the Property. The Respondent had bought an electricity top-up card at 'Tesco' so that they could see it that first day.

69. Mr Uba said that the condition of the Property on the first day the Respondent moved in was not the kind of place that he personally would stay in. He said that the Respondent had been looking for a long time for accommodation and that it had not been easy. Most of the items inside the Property were old and it was not the kind of property that he would have taken himself.

70. He had slept over at the Property on a chair in the lounge. He had also slept on the bed in the bedroom. He had felt pain when he did, and the bed was a bit hard. He was unsure what was hard, perhaps the springs, or the wood the bed was resting on. He had not checked it.

71. He had attended one birthday party in the Property, when there were drinks, and one other friend was there. It was not a, "party, party, party". That had been in 2021.

72. He could not recall seeing faeces on the walls of the toilet or the bedroom. They were clean. He had visited approximately 10 times. He said that they would go out clubbing from the Respondent's Property as it was closer. He had not seen any vandalism. The last time he had been inside the Property was before September 2022 as that was when he had moved to England.

Findings in Fact

73. The Applicant is the Landlord of the Property.

74. The Respondent was the tenant of the Property.

75. The parties entered into a Private Residential Tenancy Agreement which had a start date of 4 June 2020.

76. The Respondent left the Property on 27 November 2022 which was the end of the tenancy.

77. The rent payable in terms of the tenancy was £370 per calendar month.

78. The tenancy agreement was for a furnished one bed roomed property.

79. The tenancy agreement provided for an Inventory to be attached to the agreement.

80. No Inventory was attached to the agreement or prepared by the Applicant.

81. In terms of Clause 16 of the tenancy agreement the Respondent undertook to take reasonable care of the Property.

82. In terms of clause 24 of the tenancy agreement, the Respondent undertook to repair or replace any of the contents destroyed, damaged, removed or lost during the tenancy where this was caused wilfully or negligently by the Respondent or anyone visiting him.

83. The furniture included within the Property included a bed, with bed linen and a chest of drawers.

84. The Applicant took 4 photographs at the commencement of the tenancy of the interior of the Property.

85. The Property was in a reasonably good and tidy condition at the start of the tenancy.

86. The bed depicted in the photographs was made up with linen on it at the time the Respondent took entry.

87. The photographs at the commencement of the tenancy do not depict the full bedroom carpet or walls.

88. The bed was already 2-3 years old at the commencement of the tenancy.

89. At the conclusion of the tenancy there were rent arrears of £380 after the Applicant's claim from Safe Deposit Scotland had been dealt with.

90. The Applicant chose not to employ a letting agent and to personally deal with the landlord responsibilities in terms of the tenancy agreement.

91. The Property is in Aberdeen and the Applicant lives in Bolton.
92. The Applicant took photographs of the Property after the Respondent had left the Property.
93. The photographs taken by the Applicant after the Respondent has left show staining on the walls of the bedroom and on the bedroom carpet and some grease spattering on the kitchen wall.
94. The Applicant paid £40 for a chest of drawers and £37.25 for replacement bed linen.
95. The Applicant paid £10 for a new bathmat.
96. The Respondent is responsible for the cost of the replacement cabinet at a cost of £40 and the replacement linen of £37.25 as he failed to take reasonable care of them in breach of Clause 25 of the tenancy agreement.
97. The cost of a new bathmat is attributable to fair wear and tear.
98. The Applicant incurred costs to rectify the Respondent's breaches of the tenancy agreement.
99. The Applicant disposed of the bed and the cabinet and was charged £30 by Aberdeen Council for the uplift charges.
100. The Respondent is responsible for the cost of the uplift.
101. The Applicant paid £2200 to Creative Joinery Aberdeenshire by two instalments of £1300 on 28 December 2022 and £900 on 3 January 2023.
102. No invoice was provided by Creative Joinery.
103. The quotation provided by Creative Joinery did not provide a breakdown of the works carried out at the Property.
104. The Applicant paid £479 to beds.co.uk for a new bed on 16 January 2023
105. The full cost of the bed was not reasonable and justified. A half share of the cost of the bed was reasonable and justified in view of the condition of the bed at the conclusion of the tenancy and taking account of the fact that it was not a new bed at the outset.

106. The Applicant was unable to vouch the costs of delivery and installation of the bed.

107. The Applicant provided no vouching regarding his claim for his own time in supervising works at the Property/ travel to the Property.

Reasons for the Decision

108. It was not disputed that the Respondent was due rent arrears of £380 and the cost of the replacement linen of £37.25. The Respondent also accepted the replacement cost of the chest of drawers of £40.

109. The Tribunal also found it difficult to establish the condition of the Property when there was no detailed Inventory and only 4 photographs of this one bedroomed property taken by the Applicant before the Respondent moved in. Clause 4 of the tenancy agreement provides the details of the let property and states ;

“The Let Property is furnished. See the Inventory and Record of Condition for further details.”

110. No Inventory is however included and the photographs taken by the Applicant do not form part of the tenancy agreement.

111. In terms of Clause 16 of the tenancy agreement the Respondent undertook to take reasonable care of the Property and to ensure that the Property and its fittings and fixtures were kept clean during the tenancy.

112. Clause 24 of the tenancy agreement sets out the position regarding contents and condition as follows;-

The tenant agrees that the signed Inventory and Record of Condition, (attached as Schedule 1 to this Agreement/which will be supplied to the Tenant no later than the start date of the tenancy) is a full and accurate record of the contents and condition of the Let Property at the start date of the tenancy. The Tenant has a period of 7 days from the start date of the tenancy (set out above in the ‘start date of the tenancy’ section) to ensure that the Inventory and Record of Condition is correct and either 1) to tell the Landlord of any discrepancies in

writing, after which the Inventory and Record of Condition will be amended as appropriate or 2) to take no action after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms.

The Tenant agrees to replace or repair (or, at the option of the Landlord, to pay the reasonable cost of repairing or replacing) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted, where this was caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property (see clause above on 'Reasonable care'). Items to be replaced by the Tenant will be replaced by items of equivalent value and quality.

113. As regards the bed the Tribunal took the view that this bed was not new when the Applicant took over the tenancy. The photographs that were provided by the Applicant show the bed made up and do not disclose the condition of the bed and the mattress at that time. There was no detailed Inventory of the contents of the Property. The Applicant has paid £479 for a new bed. The Tribunal are of the view that the Applicant should be entitled to a half share of that amount. The Tribunal accept that the bed was in a bad condition at the conclusion of the tenancy and required to be replaced. However, in view of the foregoing, it is reasonable that the Respondent meets only a half share thereof.

114. With regards to the uplifting of the bed and the cabinet, the Applicant has vouched the uplift charges of £30 and should be entitled to that from the Respondent.

115. In relation to the installation and delivery of the bed, the Applicant has not vouched this and the Tribunal found his evidence lacking. He accepted that he was not out of pocket as he had not paid for the same and was still due to pay his friend for this.

116. In relation to the cost of the bathmat the Tribunal took the view that this was attributable to wear and tear, and the Applicant was not entitled to the £10 replacement costs.

117. In relation to the Applicant's evidence regarding his own claim for his time involved the Tribunal are of the view that this is part and parcel of being a

landlord. The Applicant had not been very forthcoming in his evidence regarding his own losses and had declined to answer specific questions from the Tribunal. He had not engaged the services of a letting agent in an attempt to keep his own costs down. He could show no specific loss or vouching regarding loss of earnings. He accepted that he had learned his lesson and ought to have used the services of a letting agent/management company. He is not a novice landlord. He has 7 properties and has been a landlord for 10 years. He chose to personally oversee the letting of the Property when he lives approximately 450 miles away. He is not entitled to any recompense in respect of his time performing the duties and responsibilities of being a landlord from the Respondent.

118. In relation to the Builder/joinery bill the sum of 2200 is sought. The Tribunal are of the view that £650 of this amount is due by the Respondent. The scope of work in the builders quotation has not been broken down and includes the following;-

- Replacement of bedroom carpets for thick at least 15mm underlay and hard wearing gray carpet.
- Painting of all rooms of the flat walls and ceilings with white vinyl silk paint and grey feature 1 wall in bedroom and sitting room
- Replacement of silicone in bathroom, kitchen and windows area
- Build and fit storage doors above bath in bathroom
- Fit new kickboards,(plinths) in kitchen
- Painting of doors, door frames and facings
- All materials to be inspected and approved before fitting/application

119. The Tribunal accept that the Property was newly painted when the Respondent moved in. The photographs taken at the conclusion of the tenancy indicated that the walls of the bedroom were stained and there was a spattering of fat on the walls in the kitchen. The Tribunal are of the view that the Applicant is entitled to be recompensed for the repainting within the Property subject to a deduction thereto for fair wear and tear. This was a one bedroomed property. There was no suggestion there was any damage to the ceilings and the Tribunal are of the view that a figure of £400 is a reasonable figure for the Applicant to receive in relation to the repainting of the walls and

cleaning materials. Again the Tribunal were particularly hampered in their deliberations as the quotation provided by the builder did not give a breakdown of the works involved.

120. Similarly the Tribunal were of the view that the carpet in the bedroom at the conclusion was not left in a good state of repair and agreed that it would have been difficult, if not impossible even for a professional carpet cleaner to remove the staining. It was extremely difficult to decipher from the photographs provided what condition the bedroom carpet was in at the beginning of the tenancy. The Tribunal are accordingly of the view that the Applicant is entitled to be recompensed for the carpeting in the bedroom subject to a deduction for fair wear and tear. The Tribunal are of the view that a figure of £250 is a reasonable figure for the Applicant to receive in relation to this aspect. Similarly the Tribunal were hampered in their deliberations as no breakdown was provided by the builder.

121. In relation to the remaining items detailed on the quotation, for the avoidance of doubt, the Tribunal do not find that any responsibility has been established as having been attributable to the Respondent in terms of the tenancy agreement, and are attributable to fair wear and tear taking account of the period the tenancy ran for.

122. Accordingly, the Tribunal found the Applicant entitled to the following;-

- Rent arrears £380
- Linen costs £37.25
- Replacement cabinet £40
- Contribution to new bed (half share) £240
- Cost of uplift by Council £30
- Share of the cost of painting £400
- Share of the cost of bedroom carpet £250

The Applicant is accordingly entitled to a Payment Order in the sum of £1377.25

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.

Y McKenna

Yvonne McKenna

Legal Member/Chair

5 July 2023

Date