



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)  
Act 2014**

**Chamber Ref: FTS/HPC/CV/23/0005**

**Re: Property at 29 Cardell Drive, Paisley, PA2 9AE (“the Property”)**

**Parties:**

**Mrs Moira Lang, No Twelve Accounting Ltd, Studio 17 Unit 2, 1103 Argyle Street,  
Glasgow, G3 8ND (“the Applicant”)**

**Mrs Kirsty McCorkindale, 4 Denewood Avenue, Paisley, PA2 8DY (“the  
Respondent”)**

**Tribunal Members:**

**Alison Kelly (Legal Member) and Ahsan Khan (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an order for payment in the amount of £622.43 should  
be made.**

**Background**

1. The Applicant lodged an application on 7<sup>th</sup> December 2022 under Rule 111 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) seeking payment of the sum of £2335.81.
2. Lodged with the Application were:
  - a. Copy Private Residential Tenancy Agreement between the parties commencing 1<sup>st</sup> December 2018 with a rent of £350 per month and a deposit of £330
  - b. Rent Statement
  - c. 126 pictures of parts of the property
  - d. Copy letter from the Applicant’s husband to the Respondent and her partner dated 2<sup>nd</sup> February 2018

- e. Copy email from the Respondent to the Applicant's husband dated 14<sup>th</sup> October 2021 regarding recommendation of a painter and also outlining repairs required
- f. Copy email, date illegible, from the Applicant's husband to the Respondent
- g. End of Tenancy questionnaire dated 25<sup>th</sup> February 2022
- h. Email from Colin Arbuckle, You First Advocacy dated 23<sup>rd</sup> December 2021, the contents of which are illegible
- i. Check In Inventory dated 2<sup>nd</sup> August 2015
- j. Summary showing breakdown as follows:
 

Materials and Invoiced Trades etc	2117.77
Labour Costs for David & Moira Lang	603.75
Less Deposit & Overpaid Rent	<u>385.71</u>
Total	2335.81

- 3. The Tribunal accepted the Application on 9<sup>th</sup> March 2023.
- 4. The Tribunal issued a Direction to the Applicant on 9<sup>th</sup> March 2023 requiring the Applicant to provide written representations as to how fair wear and tear was accounted for in the calculation of the costs for repairs, decoration and replacement of items. The submission was to be lodged by 30<sup>th</sup> March 2023.
- 5. On 14<sup>th</sup> March 2023 the Applicant lodged a written submission regarding fair wear and tear.
- 6. The Application was served on the Respondent by Sheriff Officer on 6<sup>th</sup> April 2023.
- 7. On 5<sup>th</sup> May 2023 the Respondent emailed a written submission to the Tribunal as follows:

*"1) I refute the claim made by the Applicant Mr Lang that there is any damage done to property and that there is repairs required over and above wear and tear.*

*2) With my husband I moved into property into property at 29 Cardell Drive Paisley PA2 9AE on the 2/8/2015. I moved out 25th February 2022.*

*3) The length of time in tenancy should be considered for wear and tear in the property*

*4) I paid for significant maintenance in the property myself and found the landlord unwilling to do repairs and maintenance*

*5) The dampness in the property both predated my tenancy and was left untreated despite being reported to the landlord. He simply blamed tenant behaviour. There were letters in property from Renfrewshire Council stating dampness remedial work had been carried out in the property. The dampness in property was not sue to my conduct as I used tenancy properly at all times including heating property properly and ventilating correctly*

*6) It is very hard for me to evidence anything for a tenancy which ended 15 months ago*

*7) I believe the landlord is making a contrived claim to decorate his property"*

## Case Management Discussion

8. The Case Management Discussion ("CMD") took place by teleconference. The Applicant was represented by David Lang. The Respondent represented herself and was supported by Mr Grover of You First Advocacy.
9. The Chairperson introduced everyone and confirmed the purposes of a CMD in terms of Rule 17 of the Rules.
10. The Chairperson noted that the Applicant's case was a claim for £2335.81 in connection with alleged repairs and redecoration required to the property at the end of the tenancy. Mr Lang confirmed that it was.
11. The parties agreed that the tenancy commenced on 2<sup>nd</sup> August 2015 and ended on 25<sup>th</sup> February 2022, and that a deposit of £330 had been paid by the Respondent to the Applicant.
12. The Chairperson asked Mr Lang why the tenancy agreement before the Tribunal was a Private Residential Tenancy showing a commencement date of 1<sup>st</sup> August 2018 when the tenancy commenced on 2<sup>nd</sup> August 2015. He said that he thought that it might have been to do with a rent increase, but he also thought all tenants had to have a PRT. He wanted all his tenants to have the same type of contract.
13. The Respondent said that her tenancy deposit had not been placed in an approved scheme. The Chairperson said that as it was more than three months since she had left the property any claim she had in relation to that was time barred.
14. The Respondent said that she was not in a position to agree anything. She said that she could not agree the rent calculation as it was difficult to read. The Chairperson had some sympathy with her position. She said that she had occupied the property for seven years and there must be some element of fair wear and tear.
15. The Chairperson said that as there were matters of fact in dispute the matter would require to proceed to a Hearing. She said that she would issue Directions about how the evidence was to be presented to the Tribunal.
16. The issues in dispute were whether the work claimed for was required, and whether there should be any element deducted for fair wear and tear.
17. The mode of the Hearing was discussed. Given the large number of documents the Chairperson did not think that a teleconference would be practical. The Respondent said that due to her health issues she could not attend the Tribunal office. Mr Lang suggested that he could attend the Tribunal office and the Respondent could participate by telephone. The Chairperson rejected this suggestion on the basis that it did not constitute a level playing field for the parties. It was agreed that the Hearing would take place by Webex, with the Respondent participating from the offices of You First Advocacy.

18. The Case was adjourned to a Hearing. The Chairperson issued Directions regarding documents to be lodged.
19. On 22<sup>nd</sup> June 2023 the Applicant lodged an Inventory of 202 pages in length, comprising receipts/invoices and photographs.
20. On 23<sup>rd</sup> June 2023 the Respondent lodged an Inventory of 11 pages in length, comprising a letter from a doctor and invoices.

## **Hearing**

21. The Hearing took place by videoconference. The Applicant was represented by David Lang. The Respondent represented herself and was supported by Mr Grover of You First Advocacy.
22. The Chairperson introduced everyone and confirmed the purposes of the Hearing.
23. The Chairperson explained that the Applicant's case was a claim for £2335.81 in connection with alleged repairs and redecoration required to the property at the end of the tenancy.
24. Each party confirmed that they did not intend to call any witnesses.
25. The parties confirmed the previously agreed facts that the tenancy commenced on 2<sup>nd</sup> August 2015 and ended on 25<sup>th</sup> February 2022, and that a deposit of £330 had been paid by the Respondent to the Applicant.
26. The Respondent confirmed that she accepted the Applicant's rent calculation in that she had over paid by £55.71. She also accepted that the Applicant had possession of the £330 paid by way of deposit.
27. The Chairperson confirmed that it was for the Applicant to prove her case, and for the Respondent to rebut the case.

## **Evidence**

28. Mr Lang presented his case on behalf of The Applicant, his wife. He said that when the Respondent vacated the property it was filthy and there was damage to the property due to neglect by the Respondent. It was one of the worst properties he had ever had back in his 30 years as a landlord.
29. Mr Lang said that the invoices lodged were the costs he had had in repairing and cleaning the property. He referred to his Inventory and said that they had incurred costs of £2117.17 for materials, £603.73 for labour costs, most of the labour having been carried out by himself and the Applicant, less the overpaid rent of £55.71 and the deposit of £330, leaving a sum due of £2335.81.

30. Mr Lang confirmed that the majority of the photographs were taken by himself or the Applicant, shortly after the Respondent had vacated the property.
31. Mr Lang went through the invoices, explaining what each one was for, and why he thought the Respondent was responsible.
32. A number of the Applicant's photographs were of parts of the property and labelled "filthy". A number of the invoices were for cleaning products. The photos were not cross referenced to the invoices.
33. A number of invoices were for paint. Mr Lang said that the property had to be completely painted, including walls and woodwork.
34. Mr Lang referred to invoice number 5, from Tradepoint, in the amount of £143. He said that this was for replacement of kitchen cabinets which were damaged beyond repair. He referred to photograph 8, which he said showed a ruined kitchen cabinet below the sink. He said that it looked like a leak had been ignored. He also referred to photograph 9, which he said showed that the kitchen cabinet door had been ruined by neglect.
35. The Tribunal asked how old the units were when the Respondent moved in. Mr Lang said that they were around a year old. He had not retained the invoices from the original installation. He said that no leak had ever been reported to him.
36. Mr Lang referred to invoice 7 from Magnet dated 7<sup>th</sup> March 2022 in the amount of £111. He said that this was for laminate for the hall to replace the carpet. He said that the carpet required to be replaced. It had been a year old when the Respondent moved in and there had been one tenant before her. He said that the cost of the laminate was the equivalent to the cost of a new carpet.
37. Mr Lang referred to document 8, which was an order confirmation from espares with a delivery date of 17<sup>th</sup> March 2022. This was for four control knobs for the cooker. He said these were missing when the Respondent left.
38. Mr Lang referred to invoice 9 which was for paint and painting equipment. The Tribunal asked Mr Lang if the Applicant did not, as a landlord with many properties, have her own equipment. He said that sometimes she needed to buy more.
39. Mr Lang referred to invoice 10, which was for replacement linoleum for the bathroom. He said that the lino was so badly stained that it could not be cleaned. He referred also to photo 67 which he said showed how dirty the floor was. He also referred to document 11, which was a handwritten note for a cash payment to a carpet fitter. It was not signed, nor was it an invoice.
40. Mr Lang referred to invoice 12, which was from Wholesale Domestic in the amount of £241.03. He said that it was for a heated towel rail to replace the radiator, which was rusted beyond repair, bathroom cabinet, basin, water pipe and tap. He referred to photograph 69 which he said showed the radiator was

filthy and rusty. He confirmed, when asked by the Tribunal, that the radiator did still work. When asked why he considered that the Respondent was responsible for the rust he said that it was due to her neglect and lack of cleaning. He conceded that he could have replaced it with a standard radiator. He said that the bathroom cabinet was ruined and needed to be replaced, again because of neglect and lack of cleaning. He referred to photographs 50, 51, 66 and 67 and said that these showed the state of the fittings due to neglect. He also referred to invoice 13, from Tradepoint, hand dated "12/3/22?" and said that the first entry of £8.18 was for plaster for an area of the bathroom which needed to be re-plastered. He said that Invoice 15 dated 21<sup>st</sup> March 2022 from JKM was for a new handle for the bathroom door, which he said was damaged due to neglect and needed to be replaced. He did not refer to a photograph.

41. Mr Lang referred to invoice 16 from Magnet, dated 17<sup>th</sup> March 2022, in the amount of £322.01. This was for a new work top and associated items for the kitchen. He said that the worktop had been damaged beyond repair and was "blown" due to the Respondent's neglect and water damage. He said that the worktop was only 8 years old and should have lasted much longer. He said that the workman replacing the worktop had damaged the splashbacks, although they were ruined anyway. He said that he was able to secure huge discounts with Magnet so it was cheaper than it otherwise would have been. The Tribunal asked if the new worktop was like for like replacement. He referred to photograph 97 and said it showed the dirt on the worktop, and to photograph 108, which showed the "blown" worktop.
42. Mr Lang said invoice 17, from John Baillie Carpets, dated 24/3/22, was for new kitchen vinyl and the existing flooring had been stained beyond belief. He referred to photographs 63, 64 and 65.
43. Mr Lang said invoice 18, from Crocatile dated 25<sup>th</sup> March 2022, in the amount of £85.50, was for the tiles required to replace the splashbacks in the kitchen. He said that Invoice 19, from Tradepoint, which was dated, in the amount of £20.42 was for equipment to fit the tiles.
44. Mr Lang referred to invoice 20, from B&M dated 21<sup>st</sup> March 2022 which showed £19.99 for a new toilet seat. The existing toilet seat could not be cleaned and had to be thrown out.
45. Mr Lang referred to invoice 21, from Robert Finna, dated 30<sup>th</sup> March 2022, in the amount of £160 was for a tradesman to sand and paint the bathroom. The Tribunal asked why he considered the Respondent was to blame. He said that it was due to the Respondent's neglect and due to lack of cleaning and not taking care when at the sink. He referred to photograph 38 which he said showed the skirting board ruined from water damage or condensation. When asked by the Tribunal he said that there was a mechanical fan above the toilet and a window at the sink.
46. Invoice 23 did not relate to anything to do with the property and Mr Lang was content to disregard it.

47. Mr Lang referred to document 25, which was a print out of a shower waste trap showing a cost of £9.99. He said the trap was missing when the Respondent vacated. He referred to photograph 53.
48. Mr Lang referred to document 26, which was a print out of a single panel radiator showing a cost of £20.58. He conceded that he could have replaced the bathroom radiator for a similar price. He also conceded that he had not installed a heated towel rail and £89.96 should be deducted from invoice 12.
49. Mr Lang referred to invoice 27, which was from Ikea and was dated 22<sup>nd</sup> September 2014. This was for the purchase of a wardrobe which was in the property when the Respondent moved in, but which was broken and removed before she left. Mr Lang said that the Applicant had had a wardrobe, and now she did not have it, and the Respondent should pay to replace it. He conceded that the Applicant had not actually purchased a new wardrobe.
50. Mr Lang said that invoice 28, from Floorznmore, dated 13<sup>th</sup> March 2022 in the amount of £325 was to pay a tradesman for various work as per the details on the invoice.
51. Mr Lang said that Invoice 29, dated 6<sup>th</sup> March 2022, was for shower runners and a door handle. He referred to photograph 39. In reply to the Tribunal's question about the likelihood of such items breaking he said that in 30 years of being a landlord he had never had a tenant who had had a shower door come off its runners or break a handle.
52. Mr Lang said that invoice 30, dated 2<sup>nd</sup> March 2022, was for spray paint for the radiators.- He referred to photographs 4, 5 and 6.
53. Mr Lang moved on to part B of his written submission, which was in relation to labour costs. He had calculated that he and the Applicant had spent 40.25 hours in relation to cleaning and decorating. He said that a cleaning schedule had been sent to the Respondent prior to her vacating, so that she knew what was expected. He referred to Clause 37 of the Private Residential Tenancy Agreement dated 27<sup>th</sup> November 2018. This was a clause added by the Applicant, additional to the required clauses in a PRT, and mainly dealt with charges the landlord could impose, including a charge of £15 per hour for cleaning and £15 per hour for decorating in the event that the tenant had decorated the property and it needed to be returned to the original décor, together with the cost of materials. He said that he had spent significantly more time on this property than he would normally on a void property.
54. The Tribunal noted that the tenancy had started out as a Short Assured Tenancy but that a new agreement had been signed making it a Private Residential Tenancy. No copy of the original agreement was lodged. The Tribunal asked why a new tenancy agreement had been signed when there was no legal requirement for it. Mr Lang said that it made sense to have all of his tenants on the same type of tenancy and it gave the tenant more flexibility. He could not recall if there was an equivalent clause to clause 37 in the original

agreement. He could not recall if he had drawn any differences to the Respondent's attention at the point of signature.

55. The Respondent presented her case. She confirmed that she accepted the rent calculation and that the Applicant had retained her deposit.
56. The Respondent said that she considered that after a property has been occupied for seven years it will need repainted. She said that even after being washed down it would still need to be repainted. This is fair wear and tear.
57. She said that the dampness and mould shown in some of the photographs came from flooding which happened on several occasions. She said that if it rained heavily the back garden would flood and she would have to get someone to come and unblock the drains. She said she had paid for that on several occasions, but did not have invoices as the contractor only kept them for a certain period and she could not get copies. She said that on one occasion the flood had come right in to the close and she could not get out of the house. She thought that such flooding could affect the outside of the property and cause rising damp. The Tribunal asked why she was paying and she said that Mr Lang had given her the details of the contractor. She paid on one occasion because she had dropped something down the toilet and it was her responsibility to fix it.
58. The Respondent said that as far as the kitchen cabinets were concerned she said that her washing machine was too large for the space next to the sink and Mr Lang had suggested removing one of the doors on the cabinet below the sink so that it would fit. She referred to photograph 8 and said that she thought that the damage had been caused by a mixture of spillage from her cleaning products and water spillages from the sink going in as there was no door to protect it. She also referred to her documents 9A and B, which was a Schedule from Care and Repair Renfrewshire, which was an organisation who help people with mental and physical health problems with repairs and maintenance. She lodged the document to show that she had tried to deal with some of the issues.
59. The Respondent referred to her invoice 2, which was for a deep clean she had had carried out in April 2017. She said she knew she was not physically fit enough to clean the property to the standard required, but she could not afford to pay for cleaning on an ongoing basis.
60. The Respondent did not accept that she had left the property in a poor condition. She said it was not due to her lifestyle as she did not smoke or drink. She said it was mostly due to damp and mould which was hard to clean. She thought that the pictures showing cat poo and cat litter had been taken before she moved out and without her knowledge.
61. The Tribunal asked if the property was clean and tidy when she left. She replied that it was hard to clean something with damp and mould on it. She put the rust on the radiators down to damp and mould.



62. In relation to the hall carpet the Respondent said that she had replaced the carpet in 2018, and referred to her invoice 3. She had replaced it because her cat had been scratching at the edge and the carpet was threadbare and worn. She did not think it needed replaced again when she left.
63. The Respondent agreed that the cooker knobs were missing. She had not reported it to the Applicant.
64. As far as the bathroom was concerned the Respondent said that when the toilet backed up, due to the flooding, it would slop over on to the floor, meaning that faeces etc would slop over. She reported this to Mr Lang, but did not take it any further by making a report to Environmental Health. She did not feel the need to do that as the contractor came and unblocked the drains. She could not remember how often this happened but said it was regularly.
65. The Respondent said that the wardrobe was fixed on to the wall. It was heavy and she could not get it off the wall to clean behind it. She said there was black mould and the wardrobe did start falling to bits. It was on the gable end of the building.
66. The Respondent said that she had replaced the tap in the bathroom before she left because it had threaded and referred to her invoice 4, dated 27<sup>th</sup> January 2022. She was not sure what had happened with the bathroom cabinet, she thought it was dampness and mould. She was not sure if it was related to the flooding.
67. The Respondent said she had emailed Mr Lang about the shower door runners. She had gone to Wholesale Domestic but they told her that the shower door had been discontinued and they could not get the part. She said that they came off due to fair wear and tear.
68. The Respondent agreed that the kitchen worktops were blown and damaged. She thought it might have been due to the kitchen spray cleaners she used and that water may have got it and not been dried off properly. She thought that damage to the splashbacks may have come from cooking.
69. The Respondent said that the washing machine had leaked, which might account for damage to the kitchen flooring.
70. As far as the bathroom was concerned the Respondent said that the toilet seat was worn but not filthy. She said that the shower was a walk in cubicle and the steam from the shower caused condensation and staining. She was unable to fully open the window due to where it was and the fan would only do so much. If she opened the bathroom door the steam would set off the smoke alarm. She was not sure what had happened to the shower waste trap.
71. The Respondent made reference to the letter from her GP, number 7 in her Inventory. She said that her health meant that the landlord's expectations

regarding cleaning, maintenance and repair far outweighed her abilities. She referred to her invoices 5 and 6 to show that she had in the past paid for items to be repaired or replaced. However she was not in a financial position to keep doing so.

72. Mr Lang was given an opportunity to respond. He said that there had been a problem with the drains. There were four flats in the block and four in the next block, and they all went in to one sump. The drains blocked on about three occasions over the course of the tenancy and he did get someone out to fix them. He did not know if the blocked drain had caused the toilet to back up. He did say that if any repairs were reported he dealt with them immediately.
73. Mr Lang did not accept there was damp as all the properties had been treated and cladded before the tenancy began. He considered that it was all surface condensation, and that all the damage was caused by neglect and not keeping the property clean. He said there were additional costs that he had not charged for.
74. Mr Lang said that the Respondent's washing machine was larger than normal and he had suggested removing the cupboard door so that it would fit.
75. The Tribunal asked Mr Lang what he considered the lifespan of a kitchen worktop to be. He said it should be twenty years or longer if not damaged or abused. He said that fair wear and tear did have to be taken in to consideration. He said that a boiler should last fifteen to twenty years. Carpets need replaced more often, usually having a life of five to ten years. He prefers to replace with laminate as it needs replaced less often.
76. The Tribunal confirmed that both parties were satisfied that they had said everything that they wanted to say. The Hearing was brought to a conclusion and the Tribunal said it would issue a decision in due course.

## **Findings In Fact**

- i. The parties entered in to a tenancy agreement in relation to the property commencing on 2<sup>nd</sup> August 2015 and ending on 25<sup>th</sup> February 2022;
- ii. The Respondent paid a deposit to the Applicant of £330;
- iii. At the end of the tenancy the Respondent was in credit on her rent account in the amount of £55.71;
- iv. At the end of the tenancy the Applicant reclaimed the deposit of £330;
- v. The Respondent had a number of health conditions;
- vi. At the end of the tenancy the Applicant required to undertake a degree of cleaning and redecoration due to the condition the property was left in by the Respondent;
- vii. Clause 37 of the tenancy agreement allowed the Applicant to charge £15 per hour for cleaning and decorating;
- viii. A degree of fair wear and tear fell to be applied given the duration of the tenancy;

- ix. At the end of the tenancy the cooker knobs were missing and required to be replaced;
- x. At the end of the tenancy the bathroom flooring was damaged beyond cleaning;
- xi. At the end of the tenancy the Respondent replaced the bathroom sink tap;
- xii. At the end of the tenancy there was an element of damage to the kitchen worktops and splashback which was not attributable to fair wear and tear;
- xiii. At the end of the tenancy the shower waste trap was missing.

## Reasons For Decision

77. The Tribunal did not have any reason to doubt the credibility or reliability of either Mr Lang or the Respondent. Both parties believed what they were saying. Mr Lang did frequently express frustration with questions being asked of him by the Tribunal, particularly when asked to link the photographs to the invoices.
78. The Tribunal therefore were required to decide if each item claimed for was justified and if it was down to the fault or negligence of the Respondent or fair wear and tear.
79. The Tribunal looked to the websites of the approved tenancy deposit schemes for guidance in relation to fair wear and tear. One definition given and attributed to the House of Lords, was:

***“Fair wear and tear is reasonable use of the premises by the tenant and the ordinary operation of natural forces.”***

Further guidance said that “a variety of factors should be taken into account. Age is one such factor - how old is the item, or how long ago was the wall decorated? Quality and realistic lifespan is another - some items are made to last longer than others. And the length of tenancy should be considered too - if you were to fit new carpets in two properties and then rent these out; you would expect the check-out conditions for the tenant in Property 1 who moves out after two months, and the tenant in Property 2 who stays for five years, to be different.”

80. The other issue to be decided was the Applicant's claim for 40.25 hours of labour at £15 per hour. The hours were not broken down in to category e.g. cleaning, decorating, repairs and the Tribunal required to estimate reasonable times for each.
81. There was clearly a need for some cleaning at the property after the Respondent left. She accepted herself that her health did not allow her to clean to the standard the Applicant expected. The Tribunal did not consider it reasonable for the Respondent to charge £15 per hour plus cleaning materials. In the main professional house cleaners do not charge for materials, it is

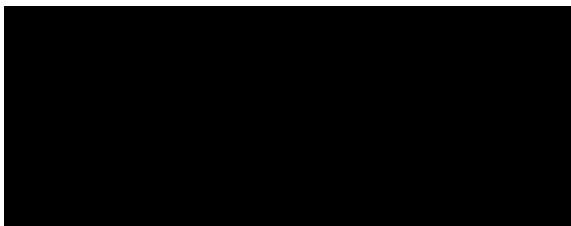
included within their hourly rate. Accordingly the Tribunal was not prepared to allow the costs of cleaning materials and invoices 3, 6 and 14 were discounted. The Tribunal was prepared to allow 10 hours to clean a one bedroomed flat, equating to £150.

82. As far as decoration was concerned some painting was required, but the Respondent had been in occupation for seven years and therefore a degree of fair wear and tear had to be applied. The Tribunal was prepared to allow 16 hours for painting a one bedroomed flat equating to £240.
83. The Tribunal were also prepared to allow paint costs, but not painting equipment. They allowed invoice 4 at £18.16, paint costs from invoice 9 at £21.61, invoice 30 in the amount of £6.99 and invoice 31 in the amount of £97.50 totalling £144.26.
84. With regard to the kitchen cabinet there was a mix of fair wear and tear and fault on behalf of the Respondent. The Tribunal were prepared to allow 50% of invoice 5, totalling £71.50.
85. The Tribunal were not prepared to allow invoice 7, as the carpet would have been near the end of its life given that the Respondent had occupied the property for 7 years.
86. The Tribunal were prepared to allow invoice 8 in the amount of £19.55 for the missing cooker knobs.
87. The Tribunal were prepared to allow invoice 10, in the amount of £36 as the Respondent did not take steps to contact anyone about the allegation of faeces slopping in to the bathroom. Item 11 was not allowed as it was neither a receipt nor an invoice.
88. Invoice 12 was not allowed as the Tribunal considered this to be fair wear and tear in a small bathroom with a window that would not fully open. In addition the Respondent had replaced the tap prior to vacating.
89. In invoice 13 the Tribunal were prepared to allow the plaster and the finials, totalling £25.18.
90. Invoice 15 was disallowed as there was no photograph referred to.
91. The Respondent did not dispute the damage to the kitchen worktop and splashbacks. However an element of fair wear and tear had to be applied given the length of the tenancy and the Tribunal were prepared to allow 50% of invoices 16, 18 and 19 totalling £211.66.
92. Invoices 17, 20, 21 and 29 were not allowed as the Tribunal considered all these to be due to fair wear and tear.

93. The Tribunal allowed invoice 20 at £9.99 as the Respondent accepted that the shower waste trap was missing.
94. The cost in document 26 was not allowed as it was neither a receipt nor an invoice.
95. The cost of a new wardrobe was not allowed. The wardrobe was around nine years old and fair wear and tear was applied. Mr lang accepted that a new wardrobe had not actually been purchased.
96. The Tribunal allowed £100 of invoice 28 as some items included had been excluded due to fair wear and tear.
97. The Tribunal felt that Mr Lang had an unrealistic expectation of the life span of some of the items, particularly the shower cubicle parts and the longevity of kitchen units and worktops.
98. The total allowed was £1008.14. Deducted from this was the deposit of £330 and the overpaid rent of £55.71, leaving a balance due of £622.43.

### **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.**



**Legal Member/Chair**

**13 July 2023**

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**Date**