



Decision following a Case Management Discussion of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ('The Procedure Rules) in relation to an application for civil proceedings relative to an Assured Tenancy under Rule 70 of the Procedure Rules.

Chamber Ref: FTS/HPC/CV/23/0407

Re: Flat 2/1, 1020 Crow Road, Glasgow, G13 1JN ("the Property")

Parties:

Mrs Catherine McGovern residing at 47 Roman Road, Bearsden, G61 2QP ("the Applicant")

Vincent McGovern residing at 47 Roman Road, Bearsden, G61 2QP ("the Applicant's Representative")

Jill Bryceland care of Jack Smith, Latta & Co, 237 Sauchiehall Street, Glasgow, G2 3EW ("the Respondent")

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal")

Tribunal Member: Jacqui Taylor (Legal Member)

Background

1. The Applicant submitted an application to the Tribunal for payment of compensation for damage to the Property caused by the Respondent in the sum of £3003.14.

2. Documents lodged with the Tribunal.

Documents lodged with the Tribunal by the Applicants were:

2.1 A copy of the unsigned Tenancy Agreement.

2.2 Various photographs.

2.3 Various receipts.

2.4 Copy emails between the parties.

2.5 A detailed statement of claim in the following terms:

2.5.1. FLOORING -Replacement of flooring in living room, kitchen, bathroom and two bedrooms. Note the hall flooring was salvaged. Jem Carpets £600 for flooring+ £260 still to be paid to fitter £260 - total= £860

2.5.2. Replacement of missing pine table with black iron base and 4 matching chairs
John Lewis and Partners total = £149

2.5.3. Trevor Hemming Paint & Decorator (no materials) total = £630

2.5.4. Replacement of 5 missing window blinds. Brightside Blinds total = £390

2.5.5 MATERIALS AND LABOUR

Mr David Udris was used as an economic alternative to commercial trade companies and carried out the following work; Uplift and dispose of all urine stained and soaked flooring with exception of the hall, repairs to the skirting in hall, repair to lock catch on double bedroom door, replace handles on bathroom door, remove faulty electric extractor fan and replace same, remove and replace faulty shower head and shower rail , replace shower cord & electric housing unit, replace door handle in kitchen, repair oven which was not working, replace lower right side handle on living room window, replace centre light fittings in bedrooms and living room which were smoked stained, deep clean of the flat.

2.5.6 MATERIALS:

SCREW FIX £14.99

B&Q £105.48.

AMAZON, £3.98, £7.99 and £17.95

Total materials costs = £150.39

2.5.7 LABOUR:

24/01/23-£110

30/01/23-£120

03/02/23-£154.25 (included shower head)

14/02/23- £200

Total labour costs = £584.25

2.5.8 MATERIAL SUPPLIED TO DECORATOR-some of these were from our own stock and the rest purchased as instructed Crown decorating centres

£74.80, The Paint Shed

£29.40, John Lewis and Partners

£40.10, John Lewis & Partners £60.10

Total costs = £204.4

2.5.9 The centre light shade in living room had been replaced by tenant and was not of adequate quality and replaced from our stock total= £35.10

2.5.10 Total repair and replacement costs= £3003.14

3. Case Management Discussion

This case called for a conference call Case Management Discussion (CMD) at 14.00 on 17th April 2023.

The Applicant's Representative Vincent McGovern, attended the CMD. The Respondent did not attend the CMD and was not represented.

The Respondent's solicitor had been advised of the CMD by letter dated 10th March 2023 which had been served on the Respondent's solicitor by Robert Weir, sheriff officer on 13th March 2023.

The Tribunal determined that Rule 29 of the Tribunal Rules had been complied with and continued with the CMD.

4. The Tribunal identified with the Applicant's Representative, the following agreed facts at the CMD:

4.1 The Applicant, Catherine McGovern is the Landlord of Flat 2/01, 1020 Crow Road, Anniesland, Glasgow, G13 1JN ('the Property').

4.2 The Respondent was Tenant of the Property in terms of the Short Assured Tenancy between the parties which commenced on 13th June 2016.

4.3 The Tenant vacated the Property on 24th December 2022.

4.4 The Tenant had not paid a deposit.

5. Oral Representations made by the Applicant's Representative at the CMD.

5.1 The lease refers to a photographic inventory but he does not have a copy.

5.2 The unsigned copy lease provided to the Tribunal is a true copy of the lease that was signed by the parties.

5.3 The property was refurbished before the tenant took occupancy in 2016. The Property had been painted throughout. A new bathroom had been installed. A Table and chairs from back street pine had been provided. He seemed to recall that they cost approximately £200. The tenant kept dogs in the Property. The dogs had urinated on the flooring which had to be removed. The Property was in a very poor condition at the end of the tenancy. He referred the Tribunal to the photographs that had been produced. In the circumstances, he did not consider it was appropriate to make a wear and tear deduction.

5.3 Jem Carpets had supplied the flooring. The cost of the flooring installation at the start of the tenancy was more expensive than the replacement costs. Jem Carpets are a very economic supplier.

5.4 The table and four chairs supplied by the Landlord at the start of the tenancy were not in the Property at the end of the tenancy. The cost of the replacement table and

chairs was more than the cost of the original set that were purchased when the tenant took entry to the Property. The replacement set was purchased in the John Lewis sale.

5.5 The decoration charges of £630 is the labour redecoration charge. The Property is a two bedroom flat. Mr McGovern considered this charge to be very reasonable.

5.6 New window blinds had been provided at the start of the tenancy. Mr McGovern referred the Tribunal to the emails from the tenant that had been produced. The blinds were missing at the end of the tenancy. Mr McGovern explained that he considered Brightside blinds' invoice to be very reasonable.

5.7 In connection with handyman charges he accepted that the landlord would be responsible for the cost of repairing both the oven and extractor fan and agreed that two hours work should be deducted. Mr McGovern explained that Mr Udris charged £15 per hour.

5.8 In connection with the charges for decorating materials Mr McGovern explained that he decided to wall paper two walls as there were holes in the plaster of these walls, which had been caused by the tenant. He elected to wallpaper these walls instead of having the walls replastered. He accepted that ten rolls of wall paper were too many for the two walls in question and agreed that five rolls of wallpaper was the correct amount. He agreed a deduction of £50 should be made in respect of the wallpaper. He also agreed that the carrier bag charges of £0.30 should be deducted.

5.9 Mr McGovern explained that he had tried to reach agreement with the tenant but negotiations had failed. He was surprised that the Respondent's solicitor had not joined the CMD.

5.10 Mr McGovern asked the Tribunal to award interest but on reflection withdrew this request as it had not been included in the application.

6. Decision

6.1. Requirements of Section 70 of the Procedure Rules.

In connection with the requirements of section 70 the Application correctly detailed the requirements of section (i),(ii) and (iii) of the Procedure Rules namely:-

- (i) The name and address of the Applicants.
- (ii) The name and address of the Respondent.
- (iii) The reason for making the Application.

6.2 The Application had been accompanied by the documents specified in **Section 70(b)(i) and (ii) and (iii)** of the Procedure Rules being a copy of the lease, detailed statement of claim and supporting invoices and receipts.

6.3 The Respondent had not lodged any written representations.

6.4 The Tribunal accepted the submissions of Mr McGovern in relation to the condition of the Property at the start and that the Property had been refurbished before the tenant took occupancy.

6.5 The Tribunal also accepted the submissions of Mr McGovern in relation to the condition of the Property at the end of the tenancy as supported by the photographs that had been provided.

6.6 The Tribunal acknowledged that in terms of section 6 of the lease the Tenant was required to maintain the Property throughout the period of the lease.

6.7 The Tribunal found that the Tenant was liable for the expenses detailed in the application other than the following charges:

6.7.1 The two hour labour charge for repairing the extractor fan and oven: £30

6.7.2 The cost of five rolls of wall paper: £50

6.7.3 The cost of three carrier bags: £0.30.

6.8 The Tribunal determined that the Respondent was liable for the sum claimed of £3003.14, less £80.30, making a total sum due of £2922.84 and accordingly they issued an Order for Payment in this sum.

7. 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.

Jacqueline Taylor

..... **Legal Member**

17th April 2023