



**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/23/1206**

**Re: Property at Toll Croft Alford, Aberdeenshire, AB33 8QE (“the Property”)**

**Parties:**

**Mrs Fiona Notman, Brigdale Toll Croft, Alford, AB33 8QE (“the Applicant”)**

**Miss Lianne Robertson, 8 Birchwood Place, Aboyne, AB34 5FA (“the Respondent”)**

**Tribunal Members:**

**Yvonne McKenna (Legal Member) and Ann Moore (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Order for Payment be made against the Respondent in favour of the Applicant in the sum of £595.28.**

**Background**

1. This is an application under rule 111 of the Procedural Rules made by the Applicant on 17 April 2023.
2. The Applicant seeks an Order for Payment in the amount of £850.28.
3. The documents lodged in this case with the application consist of:
  - Tenancy agreement between the parties for the Property for the period commencing on 1 March 2020.
  - Letter of Authority dated 13 February 2020 regarding keeping a pet at the Property
  - Ingoing Inventory Report dated 1 March 2020.
  - Outgoing Inventory Report dated 28 July 2022.

- E-mail to Respondent dated seeking funds dated 11 August 2022
  - Invoice for £222.28 regarding cost of a door replacement at the Property
  - Invoice for carpet cleaning £153
  - Invoice for replacement carpet in the bedroom of the Property £250
  - Invoice for £355 regarding wardrobe removal, cleaning and garden maintenance
4. On 4 May 2023 the application was accepted by the Tribunal.
  5. An initial Case Management Discussion (CMD) was fixed for 30 June 2023 and the paperwork was served on the Respondent personally by Sheriff Officers on 30 May 2023.
  6. On 2 June 2023 the Applicant's Representative requested a postponement of the CMD which was granted by the Tribunal and a further CMD was fixed for 13 July 2023 by teleconference at 2pm.
  7. No written representations to the application were received by the Tribunal from the Respondent in advance of the CMD on 13 July 2023.

#### **The Case Management Hearing (CMD) on 13 July 2023**

8. The Applicant was represented at the CMD by Ms Lisa Campbell of Stonehouse Lettings. The Respondent was present and dialled in to the CMD.
9. Miss Robertson confirmed that she had not lodged any representations or productions with the Tribunal. She stated that she disputed the sums due.

#### *The Applicant's Position*

10. Ms Campbell said that the position was as she had detailed in her application. A tenancy had been entered into between the parties on 1 March 2020. At that time the tenancy agreement was drawn up by Burnett & Reid. Burnett & Reid did not manage the Property for the tenancy; the Applicant only used Burnett & Reid for the marketing of the Property and drawing up of a tenancy agreement. The Applicant opted to manage the tenancy herself. Burnett & Reid retained the deposit with SafeDeposits Scotland, rather than transferring the deposit to a further deposit account logged in the landlord's name. Stonehouse Lettings acquired Burnett & Reid in March 2021.
11. When the Respondent vacated the Property, the Applicant arranged her own end of tenancy checks and arranged repairs and cleaning, some of which she was seeking to be claimed back from the Respondent. The Applicant got in

touch with Stonehouse Lettings to advise what charges required to be submitted to the deposit holder. Stonehouse Lettings initially could not locate the deposit as they did not initially set up the tenancy. All deposits had been transferred to Stonehouse Lettings but this deposit had not been transferred over as the Property was not a managed property. By the time enquiries were made and the deposit was located, (in an Aberdeen branch account), it came to light the Respondent had submitted a deposit return request which had timed out and the full deposit was returned to Ms Robertson. However, the Respondent is still due these funds to the Applicant.

12. Stonehouse Lettings then contacted the Respondent direct to ask her to settle the funds but no payment has ever been forthcoming. Therefore a Payment Order is sought.
13. Ms Campbell said that the sums were due as the Respondent had kept a pet at the Property. In terms of the signed Letter of Authority allowing the Respondent to keep a pet, the Respondent had undertaken to have all the carpets within shampooed and to provide receipts that she had attended to this .An invoice for the carpet cleaning was provided by the Applicant showing the cost being £153. The bedroom carpet had been badly damaged. The cost of the replacement carpet amounted to £250, The Applicant acknowledged that the bedroom carpet was not new when the Respondent moved into the Property and accordingly was seeking £120 of the cost thereof.
14. There was a damaged door within which had cost £222.28 to replace and the joiner's invoice was lodged. Finally various works were carried out by the owner to keep costs down rather than to outsource contractors. An invoice showing the Applicant's time was lodged which Ms Campbell said was substantially cheaper than contractors. The Applicant had charged her time at £10 per hour .These works included removal of a wardrobe at a cost of £45, décor repairs £100 and garden maintenance £210, totalling £355.
15. Accordingly the total sum due amounts to £850.28.
16. The Tribunal enquired regarding the proof of payment of the various invoices and Ms Campbell said that she would be able to provide remittance advices from the Applicant.

#### *The Respondent's Position*

17. The Respondent said that her tenancy agreement provided for the deposit to be secured with SafeDeposits Scotland so at the conclusion of the tenancy she had contacted them and requested the return of the deposit. The amount of the deposit was £1000. She had initially requested the return of £500 as

this was before she had received any notification from the Applicant of the sum being claimed. When she received this e-mail she had contacted SafeDeposits Scotland and they had said to leave matters as the Applicant had 30 working days to respond. The Applicant was actually afforded 35 working days as work was being done to the website. After that period of time the sum of £1000 was returned to the Respondent by SafeDeposits Scotland.

18. The Respondent said that she did not dispute the sums claimed for the door of £222.28. She did not dispute the cost of the bedroom carpet of £120 or the cleaning of carpets of £153. She did not accept that she should pay the remaining £355. She said that there was no wardrobe left in the Property when she vacated it. Regarding the sum due for garden maintenance she said that she had a friend who walked past the Property with her dog three times daily. The owners were only out for one day working on the garden and there were not 21 hours worked. She said that there was only a tiny bit of garden and the Applicant had been busy putting up a brand new fence that she should not be liable for. Furthermore the grass had been cut already and the Applicant was only going over it again.

#### *Agreement of Matters between Parties*

19. The parties said that they could agree the following;-

- The terms of the tenancy agreement and the Letter of Authority regarding pets
- The start date of 1 March 2020 of the tenancy
- The end date of 27 July 2022 of the tenancy
- The ingoing Inventory Report.

#### **Ancillary Matters**

20. It was confirmed that the Applicant would be giving evidence. The Respondent would give evidence along with her partner Mr Gavin Fraser and her friend who walks the dog, Ms Katrina Beagne. The Respondent stated that she intended to seek legal representation for the Hearing.

21. Ms Campbell asked for the dates 20 to 25 September 2023 inclusive to be avoided as a Hearing date.

22. The Respondent asked for dates to avoid 6 to 13 September 2023 inclusive and 13 to 17 October inclusive.

23. A separate Direction was issued by the Tribunal regarding further progress to parties in the following terms;-

### ***'NOTICE TO THE PARTIES***

*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. A list of any witnesses the Applicant intends to call in support of the application in addition to Mrs Notman, or confirmation there will be no further witnesses.*
- 2. Remittance advices/proof of payment of the invoices paid by the Applicant in respect of the application*

*The Respondent is required to provide;*

- 1. A list of any witnesses the Respondent intends to call to oppose the application.*
- 2. A written statement setting out the Respondent's position in respect of the sums claimed to be due and outstanding by her to the Applicant.*

*The said documentation should be lodged with the Chamber no later than close of business on 31 July 2023.'*

### **The Hearing**

24. A Hearing took place by teleconference on 26 September 2023 at 10am. The Applicant was present along with her Representative Ms Paige Wilson from Stonehouse Lettings. The Respondent was also present.

25. The Legal Member explained the procedure which would be adopted and confirmed with parties that they had each received the Notes of the Case Management Hearing and that they were each content that this accurately reflected the discussions which had taken place.

26. Following the CMD, the Respondent had lodged with the Tribunal some bank statements and an invoice dated 14 June 2022 from 'Aberdeen Carpet Clean'.

27. Parties were given an opportunity to discuss matters and were asked whether they thought this may be helpful. They agreed that it would be helpful and

proceedings were adjourned for a period of 30 minutes to allow discussions to take place.

28. Following this brief adjournment, parties returned to the Hearing and said that an agreement had been reached. In addition to the earlier amounts that had been agreed, the Respondent agreed to pay an additional £100. This was built up of £20 towards the cost of decorating and damage to a window handle and £80 towards the garden maintenance.

29. Miss Wilson invited the Tribunal to grant an Order for Payment in the amount of £595.28. The Respondent said that she agreed with that sum.

30. Accordingly the Tribunal granted the Order for Payment in this amount.

### **Findings in Fact**

31. The Applicant is the owner and landlord of the Property.

32. The Respondent was the former tenant at the Property.

33. The parties entered into a Private Residential Tenancy for the Property with a start date of 1 March 2020.

34. The rent paid in terms of the tenancy agreement was £725 per calendar month.

35. The Respondent paid a deposit of £1000 to SafeDeposits Scotland at the commencement of the tenancy.

36. The tenancy ended on 27 July 2022.

37. The Respondent was provided permission to keep a pet at the Property by the Applicant by way of a Letter of Authority dated 13 February 2020.

38. An incoming Inventory Report for the Property was dated 1 March 2020 and accurately reflects the condition of the Property at the commencement of the tenancy.

39. An Outgoing Inventory Report dated 28 July 2022 accurately reflects the condition of the Property at the end of the tenancy.

40. The Respondent received the full deposit back from SafeDeposits Scotland at the end of the tenancy.

41. The Applicant paid £222.28 for a replacement door at the Property.

42. The Applicant paid £153 for carpet cleaning at the Property.

43. The Applicant paid £250 for a replacement bedroom carpet at the Property.
44. The Applicant carried out some minor décor improvements at the Property at the conclusion of the tenancy and some minor garden maintenance works.
45. The bedroom carpet was not new at the commencement of the tenancy.
46. Parties agreed that the sum of £595.28 would be paid to represent the repairs and renewals carried out by the Applicant at the end of the tenancy.
47. The Applicant is entitled to a Payment Order in the sum of £595.28.

### **Reasons for Decision**

48. The Respondent had been provided authority to keep a pet at the Property. In terms of Clause 36 of the tenancy agreement

'The Tenant undertakes to meet the cost of any damage or soilage to the Let Property, common areas or garden, caused by the animal including but not limited to de-infestation where required. A professional deep steam clean to carpets and soft furnishings may be required.'

49. The tenancy agreement provides at clause 25

#### **CONTENTS AND CONDITION**

The Tenant shall accept the Let Property as they stand as satisfactory in all respects, and shall keep the whole Let Property and contents in good, clean tenantable order and repair and properly heated and aired at all times. The Tenant will receive a copy of the inventory no later than 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 is correct and either 1) to tell the Landlord of any discrepancies in writing, after which the inventory will be amended as appropriate or 2) to take no action and, after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms of the inventory. 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.

50. Parties were in agreement that the application should be granted in the sum of £595.28 which was made up of the following;-

£228.28	repair of damaged door
£120	agreed proportion of cost regarding bedroom carpet
£153	cost of carpet cleaning

£100 (£20 to represent repair to broken window handle and minor décor repairs and £80 towards garden maintenance costs)

### **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.**



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**Legal Member/Chair**

**26 September 2023**

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**Date**