



**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/22/0272**

**Re: Property at 6 Lawers Road, Broughty Ferry, Dundee, DD5 3TQ (“the  
Property”)**

**Parties:**

**Mr Roger Li, 32 Larchwood Drive, Wilmslow, Cheshire, SK9 2NU (“the  
Applicant”)**

**Miss Alison McIntyre, 29 Kirkton Terrace, Carnoustie, DD7 7BZ (“the  
Respondent”)**

**Tribunal Members:**

**Alison Kelly (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an order for payment of the sum of £955 should be  
made.**

**Background**

On 28th January 2022 the Applicants lodged an application with the Tribunal in terms of Rule 70 of The First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking an order for payment.

Lodged with the Application were:

1. Copy Tenancy Agreement
2. Adjudication Report
3. Appeal Result in relation to appeal by Applicant against the Adjudication
4. Check In Report
5. Check Out Report
6. Letter to Respondent outlining claim

7. Invoice from Elite Electrical dated 15<sup>th</sup> October 2021
8. Invoice from Busy Bee Services dated 5<sup>th</sup> October 2021
9. Invoice from Braid & Edwards dated 30<sup>th</sup> September 2021

The papers were served on the Respondent by Sheriff Officer on 4<sup>th</sup> April 2022.

### **Case Management Discussion**

A Case Management Discussion (“CMD”) took place by teleconference on 19<sup>th</sup> May 2022.

The Applicant was present and was represented by Fraser Napier of Jackson Boyd, Solicitors. The Respondent did not join the call and was not represented.

Mr Napier said that he was seeking an order for payment of £1105, with interest at the rate of 8 per centum per annum.

He said that the parties had entered in to a Short Assured Tenancy Agreement on 28<sup>th</sup> February 2017. The Respondent paid a deposit of £1500. There was a Check In Report dated 28<sup>th</sup> February 2017 and a Check Out Report dated 24<sup>th</sup> August 2021.

A Notice to Quit had been served on the Respondent and she had left the property on 20<sup>th</sup> August 2021. There was quite a lot of damage to be repaired when she left.

The Applicant’s agents made a claim against the deposit in relation to rent arrears, garden maintenance, removal of furniture left by the Respondent, repair to a bathroom floor and redecorating costs for the bathroom and the dining room. An Adjudication Decision was issued on 26<sup>th</sup> November 2021. The Applicant was awarded £1200, being £1000 for rent arrears, £125 for garden maintenance, £45 for removal of furniture, nothing for the bathroom floor repair, £100 for dining room redecoration and £150 for bathroom redecoration.

Mr Napier explained that the current claim was in 4 parts:

Redecoration - of 4 bedrooms where the Respondent had painted one wall in a different colour in each room and drilled a hole, and the living room which had been painted a different colour. He referred to the Check In and Check Out reports which established that the painting had taken place. He submitted that this exceeded fair wear and tear and the Applicant was entitled to the reasonable costs of making good the damage. He referred to clause 2.46 of the Tenancy Agreement as the basis for making the claim. The Respondent had not sought permission for altering the decoration. He also referred to the invoice from Braid and Edwards, which listed the price of £80 for each bedroom wall painted in a different colour, £80 in relation to repairing the drilled hole and £200 for painting the living room.

Cleaning – the Respondent had left the property unclean. He referred to the Check In and Check Out reports to back up his contention. He did point out that the carpets had not been cleaned prior to the Respondent moving in. He referred to clause 2.62 of the

Tenancy Agreement to establish the right to claim. He referred to the invoice from Busy Bees to establish the amount being claimed, which is £400.

Smoke Alarm Replacement – He referred to the Check In and Check Out Reports to show that the alarm covers had been there when the tenancy commenced and were not there when it ended. He referred to the invoice from Elite Electrical to establish the cost of replacement which is £105.

The Tribunal considered matters.

## **Findings In Fact**

1. The parties entered in to a Tenancy Agreement commencing on 28<sup>th</sup> February 2017;
2. The Respondent left the property on 20<sup>th</sup> August 2021;
3. The tenancy agreement at clause 2.46 prohibits the tenant from altering the decoration of the property without the consent of the landlord;
4. The Respondent did not seek the consent of the Applicant to changing the decoration;
5. The cost of redecoration of the affected parts was £600;
6. There would have been an element of fair wear and tear in relation to the décor;
7. The property was not clean when the Respondent vacated;
8. Clause 2.62 of the Tenancy Agreement obliges the tenant to clean the property to a good standard;
9. The cost of cleaning was £400;
10. The carpets had not been cleaned prior to the Respondent taking entry;
11. Two smoke alarms needed to be replaced;
12. The cost of each smoke alarm was £52.50.

## **Reasons For Decision**

In view of the fact that the tenancy had lasted for over 4 years the Tribunal decided that a deduction of £100 should be from the amount claimed for redecoration costs in relation to wear and tear.

Given that the Check In Report was clear that the carpets had not been cleaned prior to the Respondent moving in the Tribunal considered that a deduction of £50 should be made from the sum claimed for cleaning.

The Tribunal was satisfied that the smoke alarms did need to be replaced.

## **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.

**A. K**

19th May 2022

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Legal Member/Chair

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Date