



**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/19/1533

Re: Property at 88 Haldane Terrace, Dundee, DD3 0JF (“the Property”)

Parties:

**Mr Peter Boyle, Mrs Pauline Boyle, 15 Park Manor, Crieff, Perthshire, PH7 4LJ
 (“the Applicants”)**

**Miss Tracy Crann, Mr John Irvine, 3 Clapperhowe Road, Motherwell, ML1 4BX;
 3 Clapperhowe Road, Motherwell, ML1 4BX (“the Respondents”)**

Tribunal Members:

Neil Kinnear (Legal Member), Jane Heppenstall (Ordinary Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
 Tribunal”) determined that**

Background

[1] This is an application for a payment order dated 6th March 2019 and brought in terms of Rule 70 (Application for civil proceedings in relation to an assured tenancy under the 1988 Act) of *The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended.

[2] The Applicants seek from the Respondents payment of arrears in rental payments and damages in respect of repair and reinstatement works to the Property which they assert were required as a result of the Respondents’ occupation of the Property, and provide with their application copies of the short assured tenancy agreement, rent arrears statement, quotations for work, photographs, inventory inspection reports and other documentation.

[3] The short assured tenancy agreement had been correctly and validly prepared in terms of the provisions of the *Housing (Scotland) Act 1988*, and the procedures set out in that Act had been correctly followed and applied.

[4] A Case Management Discussion was held on 9th October 2019, at which the Applicants appeared with their representative, Melissa Coleman. The First Respondent, who also represented the Second Respondent, appeared with David Mooty as supporter.

[5] The Tribunal confirmed with the Respondents that they accepted the rent arrears figure sought of £945.20, and that the deposit of £750.00 had been released in full to the Applicants. The Tribunal noted that the Respondents also did not dispute the sum of £95.00 in respect of repair to damage to a toilet.

[6] The remaining elements of the claim were disputed by the Respondents, and the Tribunal concluded a Hearing would be required to determine these matters, which was set for 29th November 2019.

[7] The Tribunal directed the Respondents to provide a list of witnesses, and certain invoices and documents, and directed the Applicants to produce a list of witnesses, inspection reports, photographs, and a breakdown of works carried out.

[8] A Hearing was held on 29th November 2019 at Caledonian House, Greenmarket, Dundee. The Applicants again appeared, and were accompanied by their representative, Mr Struan. The Respondents did not appear, the First Respondent having e-mailed the Tribunal at 9.43pm the previous day advising that the Respondents were unable to attend as one of their children had just been taken to hospital and was very unwell. The First Respondent also spoke with the Tribunal's staff just prior to the Hearing commencing and indicated that she sought a postponement of the Hearing for the Respondents to be able to attend.

[9] The Tribunal invited the Applicants to make representations regarding the Respondents' request to postpone the Hearing, and they fairly and pragmatically in the circumstances did not oppose the granting of the postponement request. The Applicants did express their frustration at the length of time it was taking to conclude this application, and were concerned that the Hearing should proceed next time.

[10] The Tribunal adjourned the Hearing, as although postponing this matter would undoubtedly cause delay, the Tribunal considered that this factor was outweighed by the consideration of ensuring so far as practical that the Respondents are able to fully participate in these proceedings. They had asserted a positive defence to certain elements of the claim which required them to appear with other witnesses to give evidence upon. If the Hearing had proceeded in their absence, then there would have been little evidence before the Tribunal in support of their asserted position, which would undoubtedly have been highly prejudicial to establishing their defence.

[11] The Tribunal issued a direction to the Applicants to provide 1) numbered and indexed copies of the colour photographs already lodged with the Tribunal, explaining what is shown on each photograph and the location where it was taken within the Property; 2) colour copies of the photographs already lodged in the SMART Inventory

of 18/10/2012; and 3) a breakdown explaining the basis of calculation of labour and materials for the sums sought, indicating materials used with costings, and time spent in labour with the hourly rate applied for each item sought.

[12] The Tribunal also issued a direction to the Respondents to provide written evidence from a hospital or GP confirming that her son was urgently admitted to hospital on 28th November 2019, and required to remain in hospital on 29th November 2019.

[13] The parties complied with the Tribunal's direction and provided the information specified.

The Continued Hearing

[14] A Continued Hearing was held on 4th February 2020 at Dundee Carers Centre, Seagate House, 132-134 Seagate, Dundee. The Applicants appeared, and were not represented. The First Respondent, Miss Crann, appeared, and was not represented. The Second Respondent, Mr Irvine, did not appear. The First Respondent advised the Tribunal that she would represent Mr Irvine, who is her partner.

[15] At the continued hearing, the Tribunal confirmed with the parties that the issues previously identified to the Tribunal and noted in its Case Management Discussion note of 29th November 2019 remained those in dispute between the parties, and that the elements of the claim which the Applicants sought and which were accepted by the Respondents also remained unchanged.

[16] The Respondents confirmed that they accepted arrears of rent of £945.20, subject to deduction of the tenancy deposit of £750.00. The Applicants accepted this position, and parties were agreed that rent arrears of £195.20 remain outstanding.

[17] The Applicants also seeks damages in this application, which are comprised of the following heads of claim:

- 1) £160.00 in respect of the cost of removing bulky items left at the Property by the Respondents. This figure is comprised of £120.00 paid to a neighbour to carry out this work, plus £40.00 in respect of time spent by the First Applicant, Mr Boyle. The Respondents accept £120.00 in respect of the work done by the neighbour, but dispute the remainder.
- 2) £120.00 in respect of the cost of gathering up clumps of dog hair, dried dog excrement, and small items of rubbish scattered throughout the garden. This figure is comprised of materials of £25.00, plus £95.00 in respect of time spent by the First Applicant, Mr Boyle, in carrying out this work. The Respondents dispute this claim.
- 3) £375.00 in respect of cleaning by Mr Boyle. He carried out this work himself after obtaining a quotation from professional cleaners for £425.00. The Respondents dispute this claim.
- 4) £60.00 in respect of the cost of re-attaching the kitchen radiator to the wall. It had become detached, and was repaired at a fixed price by Scottish Gas in

terms of a service agreement the Applicants have with them. The Respondents dispute this claim.

- 5) £360.00 in respect of preparatory work which was required prior to redecoration. This is comprised of materials of £25.00, plus £335.00 in respect of time spent by the First Applicant, Mr Boyle, in carrying out this work. The Respondents accept £50.00 in respect of work to the livingroom, but dispute the remainder.
- 6) £1,200.00 in respect of redecoration work including painting of all ceilings, walls, and woodwork. The Respondents accept £150.00 in respect of the livingroom and a bedroom, but dispute the remainder.
- 7) £398.00 in respect of re-carpeting the Property. The total cost of doing so was £796.00, but the Applicants seek 50% of that sum to take account of fair wear and tear and betterment. The Respondents accept £150.00, but dispute the remainder.
- 8) £560.00 in respect of replacement of all internal doors and repair of door frames. This is comprised of materials of £267.00, plus £293.00 in respect of time spent by the First Applicant, Mr Boyle, in carrying out this work. The Respondents accept £20.00 in respect of damage to the kitchen door, but dispute the remainder.
- 9) £162.50 in respect of replacement of damaged kitchen unit doors and kickboards. This is comprised of materials of £122.50, plus £40.00 in respect of time spent by the First Applicant, Mr Boyle, in carrying out this work. The Respondents dispute this claim.
- 10) £95.00 in respect of the cost of replacing a damaged toilet cistern. The Respondents accept this claim.
- 11) £240.00 in respect of the cost of lifting and replacing damaged bathroom tiles. This is comprised of materials of £70.00, plus £170.00 in respect of time spent by the First Applicant, Mr Boyle, in carrying out this work. The Respondents dispute this claim.
- 12) £40.00 in respect of replacing three light switches and a double power socket. This is comprised of materials of £10.00, plus £30.00 in respect of time spent by the First Applicant, Mr Boyle, in carrying out this work. The Respondents accept £5.00 in respect of damage to one light switch, but dispute the remainder.

[18] The total amount of the sum sought by the Applicants which the Respondents accepted is therefore £590.00. They dispute the remaining £3,180.50.

[19] The Tribunal heard evidence from the Applicants, the First Respondent, Mr John Gibson and Mr David Mooty in relation to these disputed items.

Findings in fact

[20] After hearing all the evidence led by both parties on the issues in dispute between them and upon which the Tribunal requires to reach a decision, the Tribunal found in fact:

- 1) That the Respondents were tenants at the Property for a period commencing 27th April 2013 until they left on 8th January 2019.

- 2) That arrears of rental of £945.20 are due by the Respondents to the Applicants.
- 3) That the tenancy deposit of £750.00 has been released in full to the Applicants following the conclusion of the tenancy.
- 4) That the Respondents had attempted in good faith to carry out cleaning, repair and redecoration work to the Property prior to their departure, with the assistance of their friends.
- 5) That in many respects, the quality of that cleaning, repair and redecoration work carried out by the Respondents and their friends was not of a sufficient or acceptable standard to meet their obligations under the lease.
- 6) That the Applicants are in consequence entitled to payment from the Respondents of the sum of £2,740.50 in respect of the reasonable cost of work carried out by them and for which the Respondents are liable in terms of the lease agreement.
- 7) That the Applicants are entitled to payment from the Respondents of the sum of £195.20 in respect of outstanding rent arrears.

The Evidence

[21] The Tribunal heard from both Applicants in evidence. Both were clear and measured in explaining their position. The Tribunal found both to be credible and reliable in their evidence concerning the issues in dispute in this application.

[22] The Applicants gave evidence in relation to the twelve heads of claim summarised at paragraph [17]. They did so with reference to extensive photographs lodged by them showing the Property's condition at the commencement of the tenancy, and showing its condition after its conclusion.

[23] With regard to the first head of claim, the Applicants referred to various photographs showing in particular large quantities of rubbish and discarded items strewn around the garden and outside areas of the Property. Numerous black refuse bags and other rubbish was piled up outside the Property. A set of swings and a trampoline were amongst the items left. The Applicants engaged a neighbour whom they paid £120.00 to gather up and remove all these items, and the Applicants estimate that the First Applicant spent a little over two hours of his time assisting with this, for which he seeks the sum of £40.00.

[24] The First Applicant is a retired builder, and charged about £30.00 per hour for his labour whilst working. He considered that an hourly rate of £20.00 per hour was reasonable for his time.

[25] With regard to the second head of claim, the Applicants described collecting three carrier bags full of clumps of white dog hair, which were strewn around the garden. The rear garden was littered with dried up dog excrement, which the First Applicant required to collect up and dispose of. He then had to treat the affected area with sanitising products. Rubbish and small children's toys had been trodden into the ground, which the First Applicant had to collect and dispose of. The Applicant estimated conservatively his own time in doing so at a rate of £20 per hour to be £95 for labour, together with £25 for sanitising product which he bought at a local DIY store.

[26] With regard to the third head of claim, the Applicants described with reference to the photographs the condition of all the carpets in the Property, which were extensively stained and soiled, and had significant paint splashes and drips on them. The First Applicant cleaned those carpets that he could, and replaced the rest which he could not. He washed down all dirty woodwork, fully cleaned the kitchen, deep cleaned the bathroom, and cleaned the window frames and glasswork. He drew the attention of the Tribunal to photographs of the oven, which was filthy inside and contained a stale lorne sausage which had been left there. The Applicants had obtained a quote for £425.00 in respect of the work required from a Perth cleaning contractor, Sanatise, which they produced and lodged at the Hearing. The Respondents did not object to the late lodging of this quote. The Applicants decided to carry out the work themselves to reduce cost, and discounted the quoted figure by £50.00 to reflect this.

[27] With regard to the fourth head of claim, the Applicants explained that the panel radiator in the kitchen had become detached at one side from the wall to which it was attached. The Applicants have a maintenance contract for the heating in the Property with Scottish Gas with a fixed price for repair work of £60.00. Scottish Gas attended and repaired this problem, and the Applicants produced the invoice in that regard for £60.00.

[28] With regard to the fifth head of claim, the Applicants drew the Tribunal's attention to various of the photographs which showed the very poor standard of attempted redecoration in the Property. These showed numerous paint over-runs, "bleeding" of paint onto woodwork and other areas, and poorly hung wallpaper which was out of position and with air bubbles or ripples in them. The First Applicant required to strip off badly hung wallpaper and scrape off dark paint in places underneath, to fill various holes and dents in the walls and cracks between walls and woodwork, and to then rub down surfaces in preparation for painting. He estimated various materials such as sandpaper, decorators caulk etc to be £25.00, and his own time in undertaking this work at £335.00 at a rate of £20.00 per hour.

[29] With regard to the sixth head of claim, the Applicants explained that the First Applicant after preparation work, required to paint all ceilings and walls with emulsion, and undercoat and gloss paint all the woodwork including doors, door-frames and skirting-boards. He expended £250.00 on all materials including paints, and estimated his own time in undertaking this work at £950.00 at a rate of £20.00 per hour. The Applicants confirmed that they would always re-emulsion the walls to refresh the décor in a property before the next tenant moved in.

[30] With regard to the seventh head of claim, as previously explained, the Applicants required to replace many of the carpets in the Property due to their extremely poor condition, which could not be categorised as fair wear and tear through ordinary use by the Respondents. The Applicants paid £796.00 to replace the carpets, and produced vouching for this sum. The Applicants have discounted this sum by 50% to take account of fair wear and tear which would have occurred, and betterment in having new carpets fitted.

[31] With regard to the eighth head of claim, the Applicants referred the Tribunal to various photographs which showed splits in all of the internal doors in the Property. These also showed splits in the door-frames and around the hinges, as well as

substantial damage to the bottom of one door which appears to have been extensively chewed away by a dog. This damage was caused by fault and negligence of the Respondents, and could not be attributed to fair wear and tear. The First Applicant expended £267.00 on eight replacement internal doors and materials needed for the replacement and repair work, and estimated his own time in undertaking this work at £293.00 at a rate of £20.00 per hour.

[32] With regard to the ninth head of claim, the Applicant explained that a number of kitchen unit doors and a drawer unit were damaged and badly marked and required to be replaced. The kickboards had also been soaked with water and the fibreboard expanded detaching the finishes, so that they required to be replaced. The Applicants had originally sought £245.00 in respect of materials and estimated the First Applicant's own time in undertaking this work at £80.00 at a rate of £20.00 per hour, but on reflection, and taking account of potential betterment, sought only 50% of those amounts at the Hearing.

[33] With regard to the tenth head of claim, the toilet cistern had a large chip taken out of it, and this had to be replaced at a cost of £95.00.

[34] With regard to the eleventh head of claim, after central heating was installed by the Respondents with the Applicants' permission, the Respondents had instructed repairs to the bathroom floor tiles. This had been carried out badly, and grouting was smeared over the new tiles and adjoining old ones in an unsightly manner as was shown on various photographs. The work had been so badly carried out, that the Applicants required to lift the whole tiled floor in order to replace it with suitable tiling. The First Applicant expended £70.00 on all materials including tiles, and estimated his own time in undertaking this work at £170.00 at a rate of £20.00 per hour.

[35] With regard to the twelfth head of claim, the Applicants referred to various photographs which showed light switches which had apparently been scored with a stanley knife whilst attempting wall-papering work. A double power socket had been similarly damaged. The First Applicant expended £10.00 on replacements and materials, and estimated his own time in undertaking this work at £30.00 at a rate of £20.00 per hour.

[36] In response, the First Respondent gave evidence in relation to the twelve heads of claim summarised at paragraph [16]. The Tribunal found her to be generally credible, in that she appeared to genuinely believe the accuracy of what she stated. However, the Tribunal found her evidence to be unreliable in many respects. She appeared, despite being faced with clear photographic evidence to the contrary, to maintain her position that the Property had been left in good decorative order and condition.

[37] The First Respondent explained that the Second Respondent suffered disabilities, as did one of the Respondents' three children. She herself also had health difficulties, and required to use a walking stick which she used at the Hearing. She explained that daily life was a struggle for the Respondents with all these difficulties, and that she had done the best she could to leave the Property in good order.

[38] With regard to the first head of claim, the First Respondent explained that she had made efforts to arrange the removal of all the items described by the Applicants and shown in the photographs, but the arrangement had fallen through. She accepted £120.00 as reasonable payment to the neighbour for the work, but disputed the claim for £40.00 for the First Applicant's time.

[39] With regard to the second head of claim, the First Respondent stated that there were not any clumps of dog hair nor any dried dog excrement in the garden, and that if there was any dog hair, it must have blown in from the neighbouring property, the occupants of which had dogs which frequently entered the garden of the Property. She did not consider the back garden area to be that untidy. She explained that the SSPCA had visited the Property to carry out certain checks in October or November of 2018, and found all to be in order.

[40] With regard to the third head of claim, the First Respondent stated that there were no significant paint marks or stains on the carpets that she had noticed when she left the Property, and that those clearly shown in the photographs must have occurred after the Respondents left. She accepted that the inside of the oven was filthy, and appeared surprised to see that a stale lorne sausage had been left within it. The various marks, extensive dirt and stains clearly shown on the photographs must also have accumulated in the days after the Respondents left the Property, as her friend John Gibson, whom she considered to be very reliable, had extensively cleaned the kitchen for her at her request. The Tribunal noted the extensive dirt shown in the photographs, which clearly had accumulated over a considerable period of time, and simply could not have happened in the short period of time after the Respondents left until the photographs were taken a few days later for the exit report prepared at the conclusion of the tenancy.

[41] With regard to the fourth head of claim, the First Respondent stated that the radiator in the kitchen was attached securely to the wall when the Respondents left the Property, and could not explain how it might have become detached.

[42] With regard to the fifth head of claim, the First Respondent stated that the Property had been left, in her opinion, in good decorative order. She had redecorated the Property herself, and had done more redecorating at the conclusion of the tenancy. Despite clear photographic evidence to the contrary, she did not accept that the decorative work was in any way of an unacceptable standard. She did, however, accept that the living-room required some preparation work prior to redecoration, and accepted that in her view £50.00 would be a reasonable amount to allow for this work.

[43] With regard to the sixth head of claim, the First Respondent again stated that the Property had been left in her opinion in good decorative order. She had redecorated the Property herself, and had done more redecorating at the conclusion of the tenancy. Despite clear photographic evidence to the contrary, she did not accept that the decorative work was in any way of an unacceptable standard. She did, however, accept that the living-room and one bedroom required some redecoration, and accepted that in her view £150.00 would be a reasonable amount to allow for this work.

[44] With regard to the seventh head of claim, the First Respondent stated that there were no significant paint marks or stains on the carpets that she had noticed when she

left the Property, and that any minor blemishes which there were would be considered to be fair wear and tear. She accepted, however, that she had damaged the bedroom carpet with a bed-frame, but that a reasonable cost for replacing this would be £150.00.

[45] With regard to the eighth head of claim, the First Respondent stated the splits in the doors were caused by the new central heating drying them out. She did not consider the damage to the door-frames to be significant. She accepted the damage to the bottom of the kitchen door, which she explained had been caused by the Respondents' dog chewing it, and conceded that a reasonable cost of a replacement door in that respect was £20.00.

[46] With regard to the ninth head of claim, the First Respondent did not accept that there was any damage as stated and described by the Applicants that she had noticed.

[47] With regard to the tenth head of claim, the First Respondent accepted this, explaining that the toilet cistern had chipped when she fell on it.

[48] With regard to the eleventh head of claim, the First Respondent after considering the photographic evidence, ultimately accepted that the condition of the tiled bathroom floor after repair was unacceptable. She accepted that it needed to be rectified, but explained that she should not be liable for this expense on the basis that the contractor that she had paid to repair this had made a very bad job of it.

[49] With regard to the twelfth head of claim, the First Respondent stated that she had not noticed this damage. She would accept damage to one switch, and conceded that a reasonable cost of a replacement was £5.00.

[50] The Respondents then led evidence from John Gibson. He was an elderly gentleman who explained that he was retired, and a friend of the Respondents who was a frequent visitor of theirs. He had attended the Property when the Respondents moved out to assist them with tidying and clearing.

[51] He gave evidence that he had personally cleaned the kitchen at the First Respondent's request. He was unable to explain the presence of all the extensive dirt which he was shown in the various photographs, which he stated he had not noticed when he was cleaning.

[52] He did not notice that the oven needed cleaning, nor that there was a stale lorne sausage within it. He stated that the Property looked in good order to him when the Respondents left, and that the photographs in the exit report taken just after the tenancy ended did not seem to show much wrong.

[53] He stated that he was surprised if the radiator in the kitchen had come away from its wall mounting, as he had been in the habit of sitting on it as he had done on the day when he cleaned the kitchen.

[54] Despite being shown the photographs of the tiling in the bathroom by the First Respondent, who put it to him that she accepted that they were in poor condition, he

was unwilling to accept the photographs as accurate, as he stated he would have noticed that on his many visits to the Property.

[55] The Tribunal had little difficulty in disregarding Mr Gibson's evidence. The Tribunal found him to be generally credible, in that he appeared to genuinely believe the accuracy of what he stated. However, the Tribunal found his evidence to be utterly unreliable. He continued to maintain, despite being faced with clear photographic evidence to the contrary, that the Property had been left in good decorative order and condition. He did so even with regard to the clear evidence regarding the poor condition of the tiling in the bathroom after repair, despite the First Respondent putting to him that she accepted that was the case. It was clear to the Tribunal that if he had failed to notice the condition of the bathroom floor, then it was perhaps unsurprising that he failed to notice the condition of the kitchen and the rest of the Property.

[56] Finally, the Respondents led evidence from David Mooty. For what it is worth, the Tribunal was prepared to accept him as credible and reliable. He added little to the evidence, as he simply stated that he had helped the Respondents to move out of the Property at the end of the tenancy, and did not notice anything about the condition it was in.

Statement of Reasons

[57] Section 16 of the *Housing (Scotland) Act 2014* provides as follows:

“16. Regulated and assured tenancies etc.

(1) The functions and jurisdiction of the sheriff in relation to actions arising from the following tenancies and occupancy agreements are transferred to the First-tier Tribunal -

(a) a regulated tenancy (within the meaning of section 8 of the Rent (Scotland) Act 1984 (c.58)),

(b) a Part VII contract (within the meaning of section 63 of that Act),

(c) an assured tenancy (within the meaning of section 12 of the Housing (Scotland) Act 1988 (c.43)).

(2) But that does not include any function or jurisdiction relating to the prosecution of, or the imposition of a penalty for, a criminal offence.

(3) Part 1 of schedule 1 makes minor and consequential amendments.”

[58] Accordingly, the Tribunal now has jurisdiction in relation to claims by a landlord (such as the Applicants) for payment of unpaid rental against a tenant (such as the Respondents) under a short assured tenancy such as this.

[59] The Tribunal found both Applicants in all material respects to be credible and reliable witnesses in relation to the facts in dispute between the parties in this application, for the reasons earlier explained. In these circumstances, the Tribunal accepted their evidence regarding the areas of dispute between the parties.

[60] The Tribunal found both the First Respondent and John Gibson credible, but unreliable in relation to the facts in dispute between the parties in this application for the reasons earlier explained, and accordingly did not accept their evidence regarding the disputed matters and preferred the evidence of the Applicants.

[61] The evidence of the Applicants regarding the condition of the Property at the end of the tenancy was clearly confirmed by the photographs they produced and referred to. By contrast, the evidence on behalf of the Respondents asserting that the Property was left in good order was clearly contradicted by the photographs.

[62] The Tribunal found no reason not to accept the evidence of David Mooty as credible and reliable, but as earlier explained he did not give any evidence on the matters in dispute between the parties.

[63] The Tribunal accepted that the heads of damage which the Applicants claim in terms of the lease agreement, appear to be sought in terms of clauses 8 (use of the deposit to meet the cost of any repairing or replacing any fixtures and fittings which have been broken or damaged as a result of the tenant's breach of the agreement), 9 (tenant liable for cost of replacement or repair of any contents which are broken or damaged, fair wear and tear excepted), 15 (tenant to take reasonable care of the accommodation), 18 (disposal of rubbish in an appropriate manner), and 21(3)(v) (tenant not to damage landlord's property), and 28 (tenant liable for the cost of repairs caused by his fault of negligence).

[64] The Tribunal concluded that the Respondents had not taken reasonable care of the Property and had not disposed of rubbish in an appropriate manner, and are liable for the cost of removal of rubbish, repair and replacement of items damaged, and reinstatement of the Property required as a result of them not taking reasonable care of it.

[65] The Tribunal did not consider that the Respondents' failures in these respects were deliberate or malicious. They may well have tried their best, but objectively, those efforts were plainly insufficient for the reasons earlier explained.

[66] With regard to the various heads of claim, the Tribunal finds as follows.

[67] The Tribunal will award £120.00 in respect of the first head of damage. It will not award the sum of £40.00 in respect of the First Respondent's time on the basis that it considers that the time spent is one which might ordinarily have been incurred by a landlord at the conclusion of a tenancy.

[68] The Tribunal will award £120.00 in respect of the second head of damage. The Tribunal accepts this to be a reasonable claim.

[69] The Tribunal will award £375.00 in respect of the third head of damage. The Tribunal accepts this to be a reasonable claim.

[70] The Tribunal will award £60.00 in respect of the fourth head of damage. The Tribunal accepts this to be a reasonable claim.

[71] The Tribunal will award £360.00 in respect of the fifth head of damage. The Tribunal accepts this to be a reasonable claim.

[72] The Tribunal will award £500.00 in respect of the sixth head of damage. The Tribunal accepts that more extensive decoration was required than would be reasonably expected at the conclusion of a tenancy, particularly with respect to repainting of the woodwork and doors with gloss paint. However, at the conclusion of a tenancy of nearly six years, a landlord would ordinarily expect to have to re-emulsion paint the walls and possibly ceilings before the commencement of a new tenancy. The First Respondent indicated that he would ordinarily repaint the Property in this way at the commencement of a new tenancy, and accordingly the Tribunal considers the sum of £500.00 to be reasonable in respect of the additional work which would not ordinarily be required.

[73] The Tribunal will award £398.00 in respect of the seventh head of damage. The Tribunal accepts this to be a reasonable claim.

[74] The Tribunal will award £280.00 in respect of the eighth head of damage. The Tribunal considered that it may be that the cracking of the internal doors was caused by the new central heating system drying them out. However, the damage to the kitchen door, and to the door frames, was clearly the result of negligence damage. The Tribunal considers the sum of £280.00 to be reasonable in this respect.

[75] The Tribunal will award £162.50 in respect of the ninth head of damage. The Tribunal accepts this to be a reasonable claim.

[76] The Tribunal will award £95.00 in respect of the tenth head of damage. The Tribunal accepts this to be a reasonable claim.

[77] The Tribunal will award £240.00 in respect of the eleventh head of damage. The Tribunal accepts this to be a reasonable claim. The fact that the condition of the bathroom tiles might be the result of the fault of the Respondents' contractor rather than themselves personally, does not mean that the Respondents do not bear legal responsibility for that in terms of the lease agreement.

[78] The Tribunal will award £30.00 in respect of the twelfth head of damage. The Tribunal considered that one hour at the rate of £20.00 should be sufficient in respect of labour.

[79] For the above reasons, the Tribunal will award the sum of £2,740.50 in respect of damages. To this sum requires to be added the balance of £195.20, being the rent arrears under deduction of the deposit, as earlier narrated, which produces a total sum of £2,935.70.

Decision

[80] For the above reasons, the Tribunal will make an order for payment by the Respondents to the Applicants of the sum of £2,935.70.

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.

Neil Kinnear

Legal Member/Chair

19/02/20

Date