



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing Tenancies (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/22/0633**

**Property : 52 Fintry Place, Irvine KA11 1JB (“Property”)**

**Parties:**

**Leonard Property Holdings Limited, 9/3 Bowhill Terrace, Edinburgh EH3 5QY (“Applicant”)**

**Alisa Wood and George Carroll, 93 Altonhill Avenue, Kilmarnock KA3 1PW (“Respondent”)**

**Tribunal Members:**

**Joan Devine (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined that an order for payment of £1,821.19 should be made.**

**Background**

The Applicant sought an order for payment of £1,821.19 in respect of the costs of cleaning and repairs following termination of the tenancy. The Applicant had lodged with the Tribunal Form F. The documents produced were: a Tenancy Agreement dated 11 and 20 November 2020 which commenced on 20 November 2020; an invoice for £1400 from Handyman Harry Harkin dated 8 November 2021 for painting the Property; an invoice for £197.54 from PPG Architectural Coatings dated 22 October 2021 for paint; order details from B&Q for £48.65 for paint; an invoice for £250 from Molly Maid for cleaning dated 5 November 2021; an invoice from West Coast Carpet Fitter for £340 dated November 2021 for supplying a stair and bedroom carpet; an invoice for £120 from KBH Home and Garden Services dated 10 November 2021 for removing rubbish, weeding and tidying a garden; a mid tenancy inspection report dated 19 March 2021; checkout report for the Property dated 25 October 2021 extending to 170 pages and sheriff officer's execution of service certifying service of the Application on 8 April 2022.

## **Case Management Discussion**

A case management discussion took place before the Tribunal on 3 August 2022 by teleconference. Donna Riseborough was in attendance on behalf of the Applicant. There was no appearance by the Respondent. Ms Riseborough told the Tribunal that the tenancy had ended and the Respondent had removed from the Property in October 2021. The tribunal noted that the largest part of the claim related to painting the Property. Ms Riseborough told the Tribunal that every wall in the Property was damaged and marked. She said that the Property consisted of 3 bedrooms, a landing, an upstairs bathroom, a large hallway downstairs, a living room, kitchen and downstairs bathroom. She said that the toilet seats were damaged in both toilets and had to be replaced. She said that the Property had to be cleaned and belongings removed. She said that the garden had to be tidied and rubbish removed. The Tribunal noted the pictures in the check out report for the Property. Ms Riseborough told the Tribunal that the deposit of £625 had been paid to the Applicant and deducted from the costs incurred leaving a balance of £1,821.19.

## **Findings in Fact**

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent had entered into a Tenancy Agreement for the Property which commenced on 20 November 2020.
2. In terms of clause 16 of the Tenancy Agreement the Respondent was obliged to take reasonable care of the Property.
3. Extensive damage had been caused to the Property during the tenancy.
4. The Applicant had incurred costs of £1,821.19 to rectify the damage, clean the Property and remove rubbish.

## **Findings in Law**

The Tribunal made the following findings in law:

1. The Respondent is bound to compensate the Applicant for the damage caused to the Property.

## **Reasons for the Decision**

The Tribunal determined to make an Order for payment of £1,821.19.

The photographs produced showed the state of repair of the Property on termination of the tenancy. They showed that significant damage had been caused to the Property.

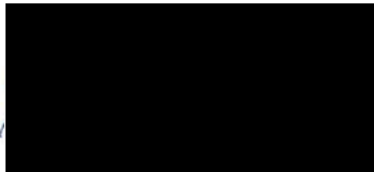
Invoices had been produced to vouch the costs incurred to rectify the damage and to clean the Property. The sum claimed for the cleaning and repair works totalled £1,821.19. This was reasonable when regard was had to the extent of the damage caused and the works required to rectify the damage.

### **Decision**

The Tribunal grants an order for payment of £1,821.19.

### **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.**



**Joan Devine  
Legal Member**

**Date : 3 August 2022**