

Decision 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 a Private Residential Tenancy under Rule 111 of the Procedure Rules.

Chamber Ref: FTS/HPC/CV/24/4598

Re: 4/4 Marine Drive, Edinburgh, EH5 1FD (‘the Property’)

Parties:

Krystian Malowanski and Miss Joanna Szarek, 12 Shawbury Grove, Sale, Greater Manchester, M33 4DF (‘the Applicants’)

Ms Justyna Katarzyna Brodowska-Hallmann and Mr Karol Pawlik (‘the Respondents’)

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

Tribunal Members: Jacqui Taylor (Legal Member)

Background.

1. The Applicants submitted an application to the Tribunal dated 2nd October 2024 for a payment order in the sum of £13,294.24 due by the Respondents. The application stated that the sums claimed arose from a private residential tenancy under Rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (‘the Rules’) and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016. The detail of the application is as follows:

Summary of the claim	Sum claimed
Rent Arrears	£2571.56
Lock Smith	£250.00
Decorating	£3000.00
Broken Balcony glass door	£441.48
Block fobs	£40.00
Replace balcony locks	£116.40

Repairing of damaged wooden floor	£2160.00
Advert	£49.00
Lawyer	£400.00
Furniture	£460.00
Kitchenware and small damages	£208.46
Deposit towards not attending shows and loss of earnings	£2969.34
Cleaning	£250.00
Moving Out	£378.00
Total	£13294.24

2. Documents lodged with the Tribunal by the Applicants were:-

2.1 Email from Southside Property Management to the Landlord dated 4th January 2024 providing details of the Notice to Leave they had received from the Tenant.

2.2 Email from Southside Property Management to the Respondents dated 5th February 2025 about the Inventory Company not being able to access the property as the lock had been changed by the Tenant.

2.3 Email from Southside Property Management to the Respondents dated 7th February 2025 about the condition of the tenant's new flat.

2.4 Email from Southside Property Management to the Respondents dated 9th February 2025 about the condition of the tenant's new flat.

2.5 Email from David Aiton Sinclair Services dated 2nd April 2024, with the Police Case Number.

2.6 Email from David Aiton Sinclair Services dated 17th February 2024.

2.7 Bank statements show no rent payments from the Tenant between the 2nd of February and the 12th of April 2024.

2.8 Statement from Safe Deposits Scotland.

2.9 Rent statement dated January 2024.

2.10 Locksmith invoice.

2.11 House decorating (plastering and painting) invoice.

2.12 Broken balcony window repair costs and the picture of possible cause of damage.

2.13 Invoice from Baltic Multitrade Services dated 24th April 2024 for the supply of two fobs for block 4 Marine Drive.

2.14 Invoice from Lockstar Lock and Key company for the supply and replacement of balcony locks due to missing keys.

- 2.15 Two estimates for repairing of damaged living room floor.
- 2.16 Open Rent advert cost for viewings .
- 2.17 David Sinclair Aiton Solicitor costs.
- 2.18 Evidence of the cost of the replacement furniture.
- 2.19 Invoices for other missing items (pedal bin, toaster, some kitchen, toilet holder replacement, new door furniture, electric sockets').
- 2.20 Trader stand deposits towards not attending trade shows.
- 2.21 Proof of Justyna Katarzyna Brodowska-Hallmann occupying the flat and her mail.
- 2.22 Estimate detailing cleaning costs.
- 2.23 Moving out costs.
- 2.24 A copy of the private residential tenancy agreement between the parties dated 1st September 2021.

3. By Notice of Acceptance by Joan Devine, Convener of the Tribunal, dated 10th March 2025 she intimated that she had decided to refer the application (which application paperwork comprises documents received between 4th October 2024 and 7th February 2025) to a Tribunal.

4. Written Representations by the Respondent.

'It was the beginning of last year when I gave a notice in haste which I later wanted to cancel after which the landlord declined, so I contacted the Southside agency and it was through this agency that I went to see a new flat. At that time, there was still a family living there. Only after this family moved out did the agency have a lot of time to check the condition of the flat and whether the apartment was cleaned, but it did not happen because the apartment was not prepared for the move. There was no hot water, required a deep clean as it stank as the agency claimed, the company that deals with cleaning cleaned the apartment but that's not what it looked like, the flat was in a terrible condition, you could say, and due to my job at the time I need access to a bathtub and hot water, additionally there was a hole in the kitchen floor, the plaster was coming off in the bathroom and the apartment was not ready, despite the fact that when we met with the agency employees, even they, going to the meeting and looking at the flat, were surprised at the condition of the apartment, left and not even checked

after the last tenants. This situation caused delays in our moving in. The termination date with Mr. Malowanski and his partner was the beginning of February, but due to the current situation we could not move out, which we also informed Mr Malowanski the owner of the flat about explaining that we would need a bit longer till we moved out. Regarding the apartment on Marine Drive: as far as I know, the owner has not renovated or renovated the flat for a good 7 years. Even when I asked him to do some repairs, he reacted with a negative effect, even when the glass in the balcony door cracked due to weather conditions and he responded to this reaction by saying that he would not replace it. The flat was left in a very good condition because even the agency itself wrote that I was a good tenant and took care of the flat, which was documented in their statements checking the flat every 3-4 months. So here the owner is trying to embellish this matter, because I remember very well in what condition the apartment was in. At the time of the alleged trespassing when we were already supposed to move out. I came back to the address to find my property had been put on the street and that the locks had been changed an illegal eviction was carried out by the landlord in addition, I must say that the partner of the owner sent me threats and unpleasant messages via text messages, which I have proof of. In addition, when the owners broke in, changed the lock and put our belongings on the street the money prepared that I wanted to give them to pay was not among my belongings, I could not find it in the things that were left on the street, I presumed they had taken it. To sum up, the apartment has not been renovated for years and required upgrading regardless to any wear and tear caused by myself and other tenant. The flat was broken into by the landlord and my property and that of the other tenant were put outside and left unsecure with some of my property and money I'd left in the flat missing. The landlord retained the deposit and basically evicted us illegally I feel it would be unjust for him to receive any more remunerations from myself or the other tenant.'

5. The Case Management Discussion.

5.1 This case called for a conference call Case management Discussion (CMD) on 30th June 2025.

The Applicants attended. Karol Pawlik, one of the Respondents, also attended and represented himself and the First Respondent.

The details of the CMD were set out in a separate CMD Note dated 2nd July 2025 by Ruth O'Hare, the Legal member who heard the CMD.

5.2 The details taken from the CMD Note dated 2nd July 2025 are as follows:

5.2.1 The Applicants explained that the Respondents had given notice to terminate the tenancy, but had remained in the property and had changed the locks. The Applicants were unable to access the property as a result. The Respondents did not want to cooperate. The Respondents had rented another property but claimed it was not ready for them to move in. The Respondents' new tenancy was also managed by the Applicants' letting agent, who denied this was the case. The situation had been difficult for the Applicants, as they reside in Manchester. Everything had been put on hold.

5.2.2 The Applicants referred to the check in and check out inventories submitted with the application which evidenced a deterioration in the condition of the property that went far beyond fair wear and tear.

5.2.3 The Applicant had incurred costs in restoring the damage.

5.2.4 The Tribunal discussed the various items which formed the Applicants' claim with the parties.

(i) Rent arrears (£2571.56). The Applicants stated that the Respondents failed to pay rent between February 2024 and April 2024. The Applicants recovered possession of the property on 12 April 2024. The Respondents position was that they had the money to pay rent but left it in a wardrobe in the property. The Respondents accepted that they gave the Applicants notice to terminate the tenancy but later tried to cancel it due to the poor condition of their new tenancy.

(ii) Locksmith (£250). The Applicants sought to recover the costs of arranging a locksmith after the Respondents changed the locks. The Respondents position is that the Applicants carried out an illegal eviction and that they had changed the locks.

(iii) Redecoration (£3000). The Applicants referred to the check in and check out inventory productions, which showed the condition of the property. The walls and windows were damaged. Some walls required to be replastered. The damage went beyond fair wear and tear. The Respondents denied that they caused damage and

are therefore liable for the costs of redecoration. The Property had not been renovated for some time and was in need of upgrading. The Respondents had left the Property in good condition.

(iv) Broken balcony glass door (£441.48). The Applicants stated that the Respondents damaged the balcony door. The Applicants offered to pay half of the costs, but the Respondents did not agree to this. The Respondents believed the Applicants' insurance would cover the costs. The Respondents denied damaging the balcony door. The crack in the door occurred at a later date.

(v) Block fobs (£40). The Applicants stated that the Respondents failed to return the door fobs for the building. The Respondents stated that they returned the fobs to the letting agent.

(vi) Replacement balcony locks (£116.50). The Applicants stated that the keys for the balcony doors were missing at the end of the tenancy. The Respondents stated that they never had keys for the balcony locks.

(vii) Repair of damaged wooden floors (£2160). The Applicants stated that the Respondents caused significant damage to the flooring which went beyond fair wear and tear. The floors were wooden and difficult to fix. Around 30 metres of flooring had to be fixed due to burnt marks and scratches. The Respondents denied causing damage to the wooden floors. The Property had not been renovated for some time and was in need of upgrading. The Respondents had left it in good condition.

(viii) Advert (£49). The Applicants sought to recover the costs of advertising the Property when the Respondents gave notice. There was plenty of interest in the Property from prospective tenants. However, the Respondents had failed to move out and the Applicants had lost money as a result. The Respondents disagree that they are responsible for the Applicants' advertising costs.

(ix) Lawyer (£400). The Applicants sought to recover the costs of taking legal advice after the Respondents failed to move out. The Respondents disputed that they were liable for the Applicants' legal costs.

(x) Furniture (£460). The Applicants stated that they had to replace items of furniture, which were in a terrible state at the end of the tenancy. The property was a furnished flat. The Respondents disputed that they were liable for the replacement furniture. They had left the property in a good condition.

(xi) Kitchenware and small damages (£208.46). The Applicants stated that they required to replace kitchen ware and carry out minor repairs at the end of the tenancy due to missing items and damage caused by the Respondents. The Respondents denied that they were responsible for the missing items or any damage caused.

(xii) Loss of earnings (£2969.34). The Applicants stated that they lost out on earnings due to having to travel to Edinburgh to deal with the tenancy issues. The Applicants were self employed as market traders. They had booked two shows which were due to take place when they were in the process of recovering the flat, and they were unable to attend the shows as a result. The Respondents denied that they were responsible for the Applicants' lost earnings.

(xiii) Cleaning costs (£250). The Applicants seek to recover cleaning costs in the sum of £250 from the Respondents due to the condition of the Property at the end of the tenancy. The Respondents denied that they were responsible for the cleaning costs. The Respondents stated that they left the property in a clean condition.

(xiv) Moving out costs (£378). The Applicants stated that they incurred costs in removing the Respondents' possessions. The Respondents denied that they are responsible for the Applicants' costs. The Respondents stated that they were illegally evicted by the Applicants and their belongings were left on the street.

5.2.5 Outcome of the CMD.

As the parties were in dispute regarding the detail of the claim the CMD was continued to a hearing.

6. Additional documents lodged by the Appellants.

6.1 Copies of the check in and check out inventories.

6.2 An email dated 18th December 2025 in relation to the correspondence from the Respondent dated 10th December 2025.

7. Documents lodged by the Respondents.

7.1 An email dated 8th December 2025 with copies of text messages between the parties.

8.The Hearing.

This case called for a Webex video hearing at 10.00 on 19th December 2025.

Mr Krystian Malowanski, one of the Applicants attended on behalf of himself and Joanna Szarek.

Mr Karol Pawlik, one of the Respondents attended. Justyna Katarzyna- Brodowska-Hallmann did not attend. She had been notified of the hearing by advertisement on the Chamber website from 29th October 2025 until 19th December 2025.

At the request of Karol Pawlik a polish interpreter, Krzysztof Milewski, attended.

At the start of the hearing Mrs Taylor advised the parties that the Tribunal were unable to accept the email lodged by the Appellants dated 18th December 2025 as it had not been lodged with the Tribunal timeously in terms of Procedure Rule 22.

8.1 The parties agreed the following facts:

8.1.1 Krystian Malowanski was the Landlord named on the private residential tenancy agreement dated 1st September 2021.

8.1.2 Krystian Malowanski and Joanna Szarek are joint heritable proprietors of the Property.

8.1.2 Karol Pawlik had been Tenant of the Property in terms of the private residential tenancy agreement dated 1st September 2021.

8.1.3 The lease was a Private Residential Tenancy in terms of the Private Housing Tenancies (Scotland) Act 2016 ('The 2016 Act').

8.1.4 The commencement date of the lease was 1st September 2021.

8.1.5 The rent due in terms of the lease was £1000 per month. It had been increased to £1102.10 per month.

8.1.6 Karol Pawlik had served notice on the Applicants advising that he would vacate the Property on 2nd February 2024 but he did not move out on that date and vacated the Property on 12th April 2024.

8.1.7 The accommodation in the Property comprised three bedrooms, lounge/ kitchen, hall and bathroom. There was also a balcony which was accessed from the lounge.

8.1.8 The Applicants had purchased the Property in 2010. They started leasing the Property in 2021 and Mr Pawlik was the third tenant. There had been two previous tenants.

8.1.9 The Rent Arrears due by Mr Pawlik amounted to £1591.56 being the sum of £2571.56 less the deposit that has been repaid to the Applicants of £980.

8.1.10 The Applicants had not served Notice to Quit on the Tenants and they had not secured an Order for eviction.

8.2 Preliminary Representations.

Mrs Taylor queried why Justyna Katarzyna- Brodowska- Hallmann was included as a second Representative.

Mr Malowanski explained that whilst she was not a party to the lease she has resided in the Property and he believed she was due the sums claimed together with Karol Pawlik.

Mr Pawlik explained that Justyna Katarzyna- Brodowska- Hallmann had resided in the Property but then she moved out. Her name was never on the lease.

8.2 The parties' oral representations in relation to the detail of the claim at the hearing:

8.2.1 Rent arrears (£2571.56). As already stated, the parties agreed that the rent arrears due by Karol Pawlik amounted to £1591.56.

8.2.1 Locksmith (£250). The Applicants seek to recover the costs of arranging a locksmith after the Respondents had changed the locks. The police gave Mr Malowanski permission to change the locks. Mr Pawlik's position is that he returned the keys to the agent on 14th April 2024.

8.2.4 Redecoration (£3000). Mr Malowanski invited the Tribunal to compare the two inventories from the start and the end of the tenancy that he has lodged. He explained that the inventories show how Mr Pawlik had damaged the Property. He advised that the Property was last decorated before 2021. He acknowledged that the Landlord is responsible for wear and tear to the Property and considered that a 30% deduction from the sum sought of £3000 would be appropriate to reflect the wear and tear. Mr Pawlik advised that he had left the Property in a good condition.

8.2.5 Broken balcony glass door (£441.48). Mr Malowanski explained that the Mr Pawlik had damaged the balcony door. He had offered to pay half of the costs, but the Respondents did not agree to this. The Respondents had kept furniture and belongings on the balcony and he thought this caused the damage. Mr Pawlik denied that he had damaged the glass. He thought it may have been damaged during bad weather. He had reported the fact that the glass was broken in the spring of 2023.

8.2.6 Block fobs (£40). Mr Pawlik accepted that he was liable for the cost of £40 to replace the block fobs.

8.2.7 Replacement balcony locks (£116.50). Mr Malowanski stated that the keys for the balcony doors were missing at the end of the tenancy. Mr Pawlik stated that he never had keys for the balcony locks.

8.2.8 Repair of damaged wooden floors (£2160). Mr Malowanski stated that the Mr Pawlik had caused significant damage to the wooden floors which had been installed in 2015. There were burn marks to the floor in the lounge and the floor was scratched. The burn marks are perhaps the size of a barbeque. He had not had the floor repaired or replaced but had obtained the estimate which he has produced. Mr Pawlik advised that he did not remember either the burn mark or the scratches.

8.2.9 Advert (£49). Mr Malowanski stated that he wished to recover the cost of advertising the property when the Respondents gave notice.

8.2.10 Lawyer (£400). Mr Malowanski stated that he wished to recover the cost of taking legal advice after the Respondents failed to move out.

8.2.11 Furniture (£460). Mr Malowanski stated that he wished to recover the cost of replacing three broken beds, a chest of drawers and a mirror. Mr Pawlik advised that he did not accept this item of the claim.

8.2.12 Kitchenware and small damages (£208.46). Mr Malowanski advised that he wished to withdraw this item of the claim.

8.2.13 Loss of earnings (£2969.34). Mr Malowanski explained that he was claiming the cost of two shows that he did not attend on 13-14 April and 20-21 April 2024. He works at the weekend and does not work during the week. He chose to change the locks on 12th April 2024 as this was convenient for him. He did not choose to change the locks on a mid week day when he was not working.

8.2.14 Cleaning costs (£250). The Applicants seek to recover cleaning costs in the sum of £250 from Mr Pawlik due to the condition of the property at the end of the

tenancy. The flat was cleaned by himself and his wife and it took them ten hours. He has charged £20 per hour. Mr Pawlik denies that he is responsible for the cleaning costs and that he left the property in a clean condition.

8.2.15 Moving out costs (£378). Mr Malowanski said that it took three of them to move Mr Pawlik's possessions from the Property. He left the property in the garden of Mr Pawlik's home. Mr Pawlik advised that it was raining when his belongings were returned and many items were damaged.

9. Decision

9.1 The Tribunal made the following findings in fact, in addition to the agreed facts detailed at paragraph 8.1 of this decision:

9.1.1 The outstanding rent due by Mr Pawlik at 12th April 2024 amounted to £1591.56.

9.1.2 At the end of the tenancy the décor was as follows:

9.1.2.1 The walls in bedroom 1 were heavily marked, discoloured and patchy throughout. There were holes from nails and picture hooks.

9.1.2.2 The walls in bedroom 2 were discoloured and patchy in places.

9.1.2.3 The walls in bedroom 3 were heavily marked, discoloured and scratched in places. There were holes from nails and picture hooks.

9.1.2.4 The walls in the bathroom were 'heavily discoloured and stained throughout.'

9.1.2.5 The walls in the lounge/ kitchen were marked and discoloured and there were holes from the removal of a television bracket.

9.1.3 There was a burn mark the size of a barbeque on the wooden floor in the lounge of the Property.

9.1.4 The glass of the balcony door was cracked.

9.1.5 The beds in bedrooms 1 and 3 were broken.

9.1.6 The wooden chest of drawers in bedroom 2 was not in the Property at the end of the lease.

9.2 The Tribunal acknowledged that the Respondents are both heritable proprietors of the Property in terms of Title Number MID127134 and as such they are both Landlords of the Property.

9.3 The Tribunal acknowledged that the application was brought under section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016, being an application for

payments due arising from a private residential tenancy agreement. The Tribunal determined that as the second Respondent Justyna Katarzyna- Brodowska- Hallmann was not a party to the Private Residential Tenancy between Krystian Malowanski and Karol Pawlik she was not due any sums in relation to the private residential tenancy between Krystian Malowanski and Karol Pawlik and she was therefore not a valid respondent in relation to this application.

9.4 Krystian Malowanski and Karol Pawlik are agreed that Karol Pawlik served notice on Krystian Malowanski advising that the tenancy would end and he would vacate the Property on 2nd February 2024. They are also agreed that Karol Pawlik did not vacate the Property on 2nd February 2024 but did vacate the Property on 12th April 2024. On 12th April 2024 Krystian Malowanski changed the locks of the Property and returned Karol Pawlik's belongings to him. He had recovered possession of the Property without obtaining an eviction order. The Tribunal determine that this was in breach of section 23 of the Rent (Scotland) Act 1984. That section is in the following terms:

'Section 23: Prohibition of eviction without due process of law.

(1) Where any premises have been let as a dwelling under a tenancy which is not a statutorily protected tenancy within the meaning of this Part of this Act or a right of a kind to which Part VII of this Act applies to use a dwelling-house has been granted before or after the commencement of this Act and—

(a) the tenancy or, as the case may be, the right to use (in this Part of this Act referred to as the former tenancy) has come to an end; but

(b) the occupier continues to reside in the premises or part of them;

[subject to section 23A,] it shall not be lawful for the owner to enforce against the occupier, otherwise than by proceedings in the court, First-tier Tribunal, his right to recover possession of the premises.

(2) For the purposes of this Part of this Act a person who, under the terms of his employment, had exclusive possession of any premises otherwise than as a tenant shall be deemed to have been a tenant and the expressions "let"; and "tenancy" shall be construed accordingly.

(2A) Subsections (1) and (2) above apply in relation to any premises occupied (whether exclusively or not) as a dwelling other than under a tenancy as they apply in

relation to premises let as a dwelling under a tenancy, and in those subsections the expressions “let” and “tenancy” shall be construed accordingly.

(3) In this Part of this Act “the owner”, in relation to any premises, means the person who, as against the occupier, is entitled to possession thereof; and in this section “the occupier”, in relation to any premises, means any person lawfully residing in the premises or part of them at the termination of the former tenancy.

(4) The preceding provisions of this section shall, with the necessary modifications, apply where the owner’s right to recover possession arises on the death of the tenant under a statutory tenancy.

(5) Nothing in this section shall be taken to affect any rule of law prohibiting the securing of possession otherwise than by due process of law.’

9.5 Mr Malowanski had been advised by his Letting Agent Southside Management, in terms of their email dated 9th February 2024, that as the Tenant had not vacated the next steps to gain vacant possession of the Property would be to get solicitor representation and apply to the Tribunal for an eviction order.

9.6 Mr Malowanski did not obtain an eviction order from the Tribunal. He regained possession of the Property by changing the locks and removing Mr Pawlik’s possessions. The Tribunal acknowledged that Mr Malowanski advised that the police gave him permission to change the locks but the Tribunal find that this is not sufficient to constitute a legal eviction. The Tribunal determine that Mr Malowanski and Joanna Szarek are not entitled to recover the costs arising from the eviction which they carried out without obtaining an eviction order. The costs that they are not entitled to recover are as follows: Locksmith (£250); Lawyer (£400) Loss of earnings (£2969.34) and Moving out costs (£378).

9.7 The Tribunal acknowledged that the parties agreed that the outstanding rent due by Mr Pawlick amounts to £1591.56 and they determine that Mr Pawlik is liable to pay the Applicants the sum of £1591.56 in respect of the rent arrears for the period to 12th April 2024.

9.8 In relation to the claim of £3000 for decorating costs, the Tribunal considered the two inventories from the start and the end of the tenancy.

The inventory at the start of the tenancy described the decorative order as ‘good condition- noted marked’. The walls in Bedrooms 1, 2 and 3 were described as ‘good

condition, slightly marked'. The walls in the bathroom were described as 'good condition.' The walls in the lounge/ kitchen were described as 'good condition.'

The inventory at the end of the tenancy described the decorative order as 'good condition- noted marked. General fair condition, marks and wear throughout'. The walls in the hall were described as being heavily marked, chipped and patchy throughout. The walls in bedroom 1 were described as being heavily marked, discoloured and patchy throughout. Filled hole repair marks. Nails and picture hooks not noted in inventory. The walls in bedroom 2 were described as being discoloured and patchy in places. The walls in bedroom 3 were described as being heavily marked, discoloured and scratched in places. Nails and picture hooks not noted in inventory. The walls in the bathroom were described as 'heavily discoloured and stained throughout.' The walls in the lounge/ kitchen were described as 'marked and discoloured. Marks and holes from removed television bracket.'

The Tribunal considered that the average lifespan of décor was between three and five years.

They acknowledged that (i) The Landlord is liable for the cost of making good wear and tear and (ii) The Tenant is liable for the cost of making good any required decoration that was the result of the Tenant's use of the Property that amounted to more than wear and tear.

They considered that the 'heavily marked' descriptions of the décor at the end of the tenancy were beyond wear and tear and that noted that this description applied to two of the rooms and the bathroom and the hall. They also acknowledged that the Tenant was liable for the cost of repairing these items that were described as 'heavily marked' and also the cost of filling and decorating holes in the walls described. In the absence of a detailed breakdown of the redecorating costs showing the portion of the costs that were not attributable to wear and tear the Tribunal determined that a reasonable apportionment of the decorating cost to wear and tear was £2100 and £900 was attributable to the cost of repairing the heavily marked décor and filling and decorating the holes, as described. The Tribunal determined that Mr Pawlik was liable for the sum of £900 in respect of redecorating costs.

9.9 In relation to the claim of £441.48 for the cost of repair to the broken balcony glass door Mr Pawlik has not provided any evidence that the broken glass was caused by adverse weather conditions. In terms of clause 12 of the tenancy agreement Mr Pawlik was required to take all reasonable care of the Property and is liable for the cost of repair where the damage that has been sustained is attributable to the fault or negligence of the Tenant. The Tribunal found that, on the balance of probabilities, Mr

Pawlik had been responsible for the damage. The Tribunal determined that Mr Pawlik was liable to pay the Applicants the sum of £441.48 being the cost of repairing the glass of the balcony door.

9.10 The Tribunal acknowledge that Mr Pawlik accepted that he is liable for the cost of replacing the block fobs of £40 and they determine that Mr Pawlik is liable to pay the Applicants the sum of £40.

9.11 In relation to the claim for the cost of the Replacement balcony locks (£116.50) the Tribunal note that the inventory at the start of the tenancy does not include balcony locks and therefore they determine that Mr Pawlik is not liable for the cost of their replacement.

9.12 In relation to the claim for the repair of the damaged wooden floors (£2160) the Tribunal acknowledged that the wooden floor in the Property was over ten years old and would have suffered from wear and tear over this time. Mr Malowanski has not provided any evidence that the scratches to the wooden floor were caused by more than wear and tear. The Tribunal determine that the Tenant is not liable for the cost of general wear and tear of the wooden floor. The Tribunal acknowledge that the inventory from the end of the lease states that there are burn marks on the floor and they find that the Tenant is liable for the cost of removing these marks. Mr Malowanski has not provided an estimate for this cost. In the absence of an estimate the Tribunal determine as the area affected by the burn is a small area (the size of a barbeque) a reasonable estimate of the cost is £100 and they determine that Mr Pawlik is liable to pay the Applicants the sum of £100.

9.13 In relation to the claim for the Advert (£49) the Tribunal acknowledge that invoice for the advertisement was dated 5th January 2024. Mr Malowanski had instructed the advertisement before he knew that Mr Pawlik was going to vacate the Property. Accordingly, the Tribunal determine that Mr Pawlik is not liable for the cost of the advertisement.

9.14 In relation to the claim for the replacement furniture (£460) the Tribunal noted that whilst the opening inventory included three beds and a wooden cabinet it does not include a mirror. The closing inventory describes the following: Bed in Bedroom 1- mattress removed. Unusable broken at head and foot joints, slats detached and removed. Bed in Bedroom 2- Good condition – as inventory. Chest of Drawers- removed, unable to locate. Bed in Bedroom 3- collapsed, broken in corner- leg

