



**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/22/1776**

**Re: Property at 67 Brickfield Road, Stonehaven, AB39 2LT (“the Property”)**

**Parties:**

**Winchesters Lettings Limited, 7 Albert Street, Aberdeen, AB25 1XX (“the Applicant”)**

**Mr Daniel Timothy Caine, Mr Kyle Dominic Boyd, 37 Mastrick Road, Aberdeen, AB16 5QD; 440 Holburn Street, Aberdeen, AB10 7PA (“the Respondent”)**

**Tribunal Members:**

**Alison Kelly (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment in the sum of £4920.73.**

**Background**

The Applicant lodged an application on 9th June 2022 under Rule 111 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) seeking payment of a sum of rent arrears.

Lodged with the Application were:

1. Private Residential Tenancy commencing 8<sup>th</sup> May 2020 with a monthly rent of £525
2. Rent Statement
3. Desktop Trace

The Application was served on the Respondents individually by Sheriff Officer on 14<sup>th</sup> September 2022.

## **Case Management Discussion**

The Case Management Discussion (“CMD”) took place by teleconference. The Applicant was represented by Gareth Winchester of Winchester Lettings Limited. The First Respondent, Daniel Caine, represented himself. The Second Respondent , Kyle Boyd, did not attend and was not represented.

The Chairperson confirmed the purposes of a CMD in terms of Rule 17 of the Rules.

Mr Winchester asked that an order be granted for payment in the amount of £4920.73, being the sum due as shown on the rent statement. He had recovered the deposit and applied £184 to the rent arrears, the remained having been towards repairs and refurbishment at the end of the tenancy.

Mr Caine said that he accepted that the sum was due. He had left the property in August 202 but had found out a few months later that his notice had not been accepted as Mr Boyd could not afford the rent on his own. He was aware that Mr Boyd had vacated in July 2021 leaving arrears. He had received advice that he could offer to pay half by instalments or accept the whole debt and go bankrupt.

The Chairperson confirmed that the tenancy agreement was a joint and several obligation. She confirmed that the Tribunal could grant an order but it was between the parties to agree if the liability for the debt was to be split.

Mr Caine confirmed that he had received notification that the deposit was being claimed by the Applicant and he had agreed to it. He offered to make payment at £100 per month. This was acceptable to the Applicant, who said that he would speak to Mr Caine outside the Tribunal call to obtain details for Mr Boyd and discuss payment further.

## **Findings in Fact**

1. The parties entered in to a tenancy agreement for rent of the property;
2. The monthly rent was £525;
3. A deposit of £525 was paid;
4. The tenancy ended in June 2022;
5. The deposit was returned to the Applicant, with £184 being towards the arrears;
6. The sum now outstanding was £4920.73.

## **Reasons for Decision**

The Respondents owes rent to the Applicant in the amount of £4920.73.

## **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**

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**Date: 24 October 2022**