Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Tribunal Reference No: TR1124-008281 / Case Ref No: 0424-94975

Appellant Landlord:	Gabriela Hennigan, Michael Hennigan
Respondent Tenant:	Laurent Stacchetti
Address of Rented Dwelling:	69 Windermere, Clonsilla, Dublin 15, D15W2K2
Tribunal:	Helen-Claire O'Hanlon (Chairperson) Andrew Nugent, Michelle O'Gorman
Venue:	Virtual
Date & time of Hearing:	08 May 2025 at 2:30 p.m.
Attendees:	Day 1: For the Appellant Landlords: Gabriela Hennigan For the Respondent Tenant: Laurent Stacchetti Day 2: For the Appellant Landlords: Gabriela Hennigan For the Respondent Tenant: Laurent Stacchetti Day 3: For the Appellant Landlords: Gabriela Hennigan For the Respondent Tenant: Laurent Stacchetti
In attendance:	RTB appointed stenographer / Logger

1. Background:

On the 15th of April 2024 the Tenant made an application to the Residential Tenancies Board ("the RTB") pursuant to Section 78 of the Act. The matter was referred to an Adjudication which took place on the 27th of August 2024. The Adjudicator determined that "In the matter of Laurent Stacchetti [Applicant Tenant] and Michael Hennigan and Gabriela Hennigan [Respondent Landlords], the Residential Tenancies Board, in accordance with Section 97 of the Residential Tenancies Act, 2004, as amended, determines that:

1. The termination of the tenancy of the dwelling at 69 Windermere, Clonsilla, Dublin 15, carried out by the Respondent Landlords on or about the 3 April 2024 is unlawful.

2. The Respondent Landlords shall pay the total sum of €15,000 to the Applicant Tenant within 28 days of the date of issue of the Determination Order, being damages of €15,000 for the consequences of unlawfully terminating the Applicant Tenant's tenancy of the above dwelling."

Subsequently an appeal was received from the Landlords on the 28th of November 2024. The grounds of the appeal were stated to be: Breach of landlord obligations, Unlawful termination of tenancy (Illegal eviction) and Deposit retention. The appeal was approved by the Board on the 28th of November 2024.

The RTB constituted a Tenancy Tribunal and appointed Andrew Nugent, Helen-Claire O'Hanlon and Michelle O'Gorman as Tribunal members pursuant to Section 102 and 103 of the Act and appointed Helen-Claire O'Hanlon to be the chairperson of the Tribunal ("the Chairperson").

On the 14th of January 2025 the Parties were notified of the constitution of the Tribunal and provided with details of the date, time and login details set for the hearing.

On the 6th of February 2025 the Tribunal convened a Virtual Hearing via MS Teams. The hearing was opened and the first named Landlord was in attendance and preliminary matters were outlined and the first named Landlord applied for an adjournment on that date. The Tribunal acceded to the request and the matter was adjourned to the 21st of March 2025. On the 21st of March 2025 the matter was part heard but as the evidence was not concluded on that date the matter was adjourned again to the 8th of May 2025. The hearing of evidence was concluded on that date.

2. Documents Submitted Prior to the Hearing Included:

RTB case files.

3. Documents Submitted at the Hearing Included:

None.

4. Procedure:

At the outset, the Chairperson asked the parties in attendance to identify themselves and to identify in what capacity they were attending the Tribunal.

The Chairperson confirmed with the parties that they had received the relevant papers from the Residential Tenancies Board (the RTB) in relation to the case and that they had received the RTB document entitled "Tribunal Procedures". The parties confirmed that they had done so and it was confirmed that they had read and understood them. The Chairperson explained the procedure which would be followed; that the Tribunal was a formal procedure but that it would be conducted as informally as was possible. She also stated that parties must follow any instructions given by the Chairperson.

The Chairperson explained that the Tribunal had considered all the documentation which had been submitted and that this was a de novo appeal. In terms of running order, it was outlined that the Appellant Landlords would be invited to present their case first and that there would be an opportunity for questions on behalf of the Respondent Tenant. Then the Respondent Tenant would be invited to present his case, with an opportunity for questions on behalf of the Appellant Landlords, then both parties would be invited to make a closing submission. The Chairperson explained that members of the Tribunal might also ask questions from time to time.

The Chairperson indicated that she would be willing to clarify any queries in relation to the procedures either then or at any stage during the course of the Tribunal hearing.

The Chairperson stated that all evidence would be taken on Affirmation and be recorded by the official stenographer present and she reminded the party present that knowingly providing false or misleading statements or information to the Tribunal was an offence

under the Act. It was explained to the parties that as a result of this Hearing, the Board would make a Determination Order which would be issued to the parties and could be appealed to the High Court on a point of law only pursuant to Section 123(3) of the Act. It was also explained that the decision of the Tribunal would be in the public domain. The parties were informed that the Tribunal would facilitate confidential, without prejudice discussions between the parties with a view to trying to achieve a settlement of the dispute. All persons giving evidence to the Tribunal then gave an affirmation.

5. Submissions of the Parties:

Submissions on behalf of the Appellant Landlords:

Evidence of Gabriella Hennigan:

Mrs Hennigan gave evidence on behalf of both the Landlords in relation to the tenancy. For ease of reference she is referred to throughout this report as "the Landlord" or "the first named Landlord".

Jurisdiction:

First of all the Landlord raised a jurisdictional issue. She said that the Tenant did not have a tenancy agreement, rather he had a licence agreement, and therefore the RTB did not have jurisdiction in respect of the dispute.

- "Licence agreement"/ "Tenancy Agreement":

The Landlord said that in August 2023 the Landlords advertised individual rooms in the property on the portal for Maynooth college. At that time it was their intention that the whole property was going to be rented out to students. The Tenant emailed her responding to the ad on the student portal on the 3rd of August 2023 (CF4 page 27). She said the Tenant was looking for a twin room from 11th September 2023. She arranged a virtual tour on 5th of August 2023 and following that the parties agreed upon a tenancy agreement for single occupancy in the dwelling. The parties signed a tenancy agreement.

She said at the same time they were waiting for their daughter's leaving cert results and then their daughter got a college place in Dublin. She said they were not getting enough interest from students and as the Landlords lived overseas and thought they might also be coming to Ireland occasionally, they decided that instead they would rent out individual rooms on AirBnB.

Around the 11th of September 2023 the Landlords were in Dublin and they met the Tenant when he arrived to the house. The Landlord said they told him they could not have the house with rooms empty so they had to change the use of the property from when the original agreement was signed. She said they gave the Tenant a very detailed breakdown of information which was displayed in his room and in other areas of his house, which included the different conditions of the rental. The Landlord said that as they were going to organise the house as an AirBnB rental instead, they had to give the Tenant a licence agreement. The Landlord referred to the Tribunal CF3 pages 20 - 27 and said page 24 is the licence agreement. The Landlord said that the licence agreement replaced the tenancy agreement and that it was backdated to the date of the original tenancy agreement.

The Landlord said the Tenant agreed to the change. She had given him that document and he said he understood and he was happy with the change. She said the new licence

agreement was left in his room. She said they did not get him to sign it because he agreed verbally that the terms were different.

The Landlord said that from 11th of September 2023 until April 2024 the Tenant was looking for another en suite room elsewhere. She said they were communicating in September 2023 and another time in October 2023 and the Tenant was facing challenges when it came to finding another place and so he decided to stay on. The Landlord said she did not have a copy of that communication but she thought it had been by WhatsApp around 25th or 27th of October.

- Additional charges:

Although the Landlord submitted that the Tenant did not have a residential tenancy which was governed by the RTB, she gave evidence in relation to a number of alleged breaches by the Tenant of his obligations, for which she said she was entitled to charge him.

She said that the Tenant was liable for additional charges the same as any other guest staying in the house but because he had a long term stay his fees for those services were charged at lower rates. That included charges for various items such as a share of laundry / cleaning products, professional cleaning services, delivery of cleaning products, extra fees for the Tenant's girlfriend staying over, plus additional cleaning fees, rental fees for the use of a study area in the downstairs living area, rental fees for the use of a fridge/freezer, an AirBnB charge for stained bedlinen in another bedroom. The Landlord stated that the Tenant had "upgraded" his use of the property from the use which was provided for in the licence agreement. These extra charges and upgrades came to a total value of €7,055 which she said was due from the Tenant, less the deposit and rent paid in advance.

The Landlord said that their daughter lived in the property also but she had the entitlement to use the house as her family home. The Tenant acted like he was entitled to the same privileges as their daughter, however she was only entitled to various privileges because she was a family member of the house owners.

- Guests

The Landlord said that the Tenant's girlfriend was also staying in the dwelling regularly and was using all the facilities. The Landlord said she was told this by the neighbours and the cleaners who were hired to clean the common areas. She said the cleaners also told her that the Tenant and his girlfriend were using areas in the dwelling which were not included in his rent. The Landlord said she was entitled to charge the Tenant for his girlfriend staying 3-4 days per week. He had admitted to 11 stays in total, but other people had told her that she stayed more frequently. She said the charges were written out on the house rules which were stuck up throughout the house. She said her husband (the second named Landlord) sometimes went to the dwelling unannounced and he saw the Tenant's girlfriend there too. The first named Landlord said that the Tenant was renting the smallest room in the property but that he had sometimes used another en suite room without permission. She said that the cleaners had told her and that bedlinen was soiled and this was reported on AirBnB. She said the Tenant denied that it was him but there were no other occupiers in the house at the time. When she challenged the Tenant about having his girlfriend to stay, he acted very surprised and as though he thought he was entitled to have guests in the house. The Landlord said she was in Poland so it was difficult for her to enforce but the Tenant had reacted very negatively when she charged him for all the overnight stays by his girlfriend.

- Fridge/Freezer

The Landlord said that, just like in a hotel, there are extra amenities and there are charges for the additional amenities. She said there were three fridges that were actually working and the Tenant used to describe one of them as "his fridge". She said the Tenant was maintaining that he was entitled to use it himself and he had even offered that the AirBnB guests could also use "his" fridge. She said that the Tenant referred to it as "my fridge" when he was talking to her. As he was never supposed to have a fridge/freezer for his exclusive use, she said he was liable to extra charges for that.

- Work and study area / Using communal areas

The Landlord said that there was a desk and chair provided for the Tenant in his bedroom for studying but he put it in the landing. However, then he didn't want to use that space, he wanted to use the dining room. She said the Tenant was studying and working in the dining area and there should be additional charges for using all such extra amenities in the house. She said if the Tenant had used his work and study area in his bedroom there would be no extra charge. She accepted that the Tenant would have been allowed to use the dining room for eating. However, she said he was not permitted to eat there with his girlfriend and that there would be an additional charge for his girlfriend to eat in the dining room with him. She reiterated that the Tenant was not allowed sit in there studying for hours and that this was an attempt by him to "upgrade" his stay and he therefore incurred extra charges.

- Cleaning

The Landlord said that the Tenant was supposed to abide by a weekly cleaning schedule for the communal areas with her daughter. The Landlord hired three cleaners separately who were only supposed to be changing bedlinen and preparing bedrooms for the AirBnB guests. The cleaners were paid to attend either after or in advance of the guests' check in. However, the Landlord said she had to pay the cleaners additional money because they were doing more than just clean the bedrooms and in fact had to clean common areas also. She said she also incurred a cost for home delivery of cleaning products and laundry. She said because the Tenant was using some of the cleaning products (in the communal areas) she charged him for a share of those cleaning products and the delivery charges.

- Utility Bills:

The Landlord said that the Tenant was supposed to pay the utility bills. She said that when they entered into the original tenancy agreement in August 2023, it stated that the utility bills should be €50 - €70 for the use of a single room. She said that was explained the Tenant. However, then she entered into an agreement with the Tenant that he would look after some matters to help with the AirBnB. He was supposed to switch on the hot water half an hour before guests arrived, and where necessary do other tasks such as getting keys cut or checking things on the internet for the Landlords. She said that sometimes the Tenant did not do exactly what he was supposed to do to help her. She said she was disappointed with the Tenant and that she had offered to waive the utility bills on the basis of his helping them with those issues but because she was not happy with how the Tenant was carrying out those tasks, she rescinded the waiver. Asked how she would have managed those issues if the Tenant had not been there, the Landlord said it would have suited them if he moved out because they could have asked their daughter and the cleaner to sort things out instead.

- Termination of the tenancy:

The Landlord said that the Tenant went on holidays to France on the 26th of March 2024.

He had last paid rent on the 16th of March 2024 which was to cover the next 28 days.

The Landlord said there had been an incident on St Patricks weekend. She said there was a new cleaner and it was very busy as there was a lot going on. There was a group of about 10 people staying in the dwelling who were only French speaking. The Tenant and another guest were speaking in French to the AirBnB guests and were telling the cleaner to bring a mattress upstairs. The Landlord said that she was on a video call with them and the Tenant was supposed to tell the cleaner that there was a mattress in the room next door. She had told the cleaner that, but the guests who were in that room were not opening that room. The Tenant was communicating to the people in that room but they were very unhappy. They would not allow the cleaner take the mattress out of their room. The Landlord believed that the Tenant was very disrespectful and the cleaner was intimidated.

The Landlord said that when she reflected, and considered how unhelpful the Tenant had been, she decided to charge him for every single service he used. She said there had been a loss of income on AirBnB because the Tenant's lack of help caused them to get bad reviews on AirBnB. She said she had known she would be calculating a bill around February or March but after this incident she decided to send the full bill to him.

On the 18th of March 2024 the Landlord communicated to the Tenant about the consumption of services and she said what he owed for services exceeded the amount that the Tenant had paid in rent and the deposit. She said she sent him a cumulative bill for all the services and amenities on the 25th of March 2024 which covered the period from 11th of September 2023 until the 25th of March 2024. The bill was for €5,355.50 after the deduction of the rent paid in advance and the security deposit.

The Landlord said that the Tenant's mother was paying the rent but the Landlord believed that the Tenant did not want his mother to know that he was incurring the additional charges so he did not want a bill sent to her on a monthly basis. The Landlord said she thought the Tenant was hiding the additional charges from his mother. She said when she sent him an invoice on the 25th of March 2024, she sent him about seven emails with reminders to pay. She said she was sending them to him on WhatsApp but the Tenant said he was not receiving them because his phone was broken. However, the Landlord was satisfied that he had received the emails. She said there was no communication from him after the 25th of March. However, after the 4th of April 2024, the Tenant confirmed receipt of the invoice. She said that was only after she had contacted Maynooth University to say he owed money.

The Landlord said that on the 28th of March 2024 she asked the Tenant if he had taken the spare key to the lock and the Tenant responded to say that he did not take the key. She said she made it very clear to the Tenant in black and white that he had to pay the bill. She told him that if he did not pay the bill he would not be entitled to come back. She said she had prepared the bill before the Tenant went to France so that he could give it to his mother.

In relation to the Tenant's claim that he was illegally evicted she said he went to France on Easter break from 25th of March 2024 until 4th of April 2024. He knew how the business worked and he knew there had to be a spare key in the lock. He had his own key and she believed that he had removed the spare key from the lockbox which was meant to be for the cleaner or the AirBnB guests to access. There was a booking on the 28th of March and the normal check-in was 5pm. The cleaner came at 1pm to prepare the room for the group but could not get in because there no key in the box. That was when the Landlord said she emailed the Tenant to ask had he taken the spare key and he said no. She said

she had to get a locksmith to come and change the lock. Her daughter was in work but in any event, her daughter did not want to get involved in the AirBnB so she did not ask her to bring her key. The cleaner had to wait four hours for the locksmith to come and then had to clean and prepare the room. The AirBnB check in had to be delayed because of that. She said the spare key had "disappeared strangely". The locksmith invoiced her on the 29th of March. She said she emailed the Tenant on the 3rd of April 2024 and told him she had to change the locks and that was before he came back to Ireland so he knew very well that the locks had been changed and as she had already sent him the invoice she told him if he did not pay the debt by the next day he would not be allowed to return to the house on the 5th of April. She said the Tenant knew he had to sort it out and get the bill paid or he would not be allowed back in. That was nothing new or a surprise to him. The Tenant never replied to that email until he sent an email on the 12th of April where he said he could not access the house when he came back on the 3rd of April because of the lock change and that he wished to retrieve his belongings asap from his room and he asked her to indicate where he could get the new key. The Landlord said she replied immediately and said she had emailed him an official invoice on the 25th of March and had informed by WhatsApp, via many emails and by a registered letter to France prior to his return back on April 5th that he was not allowed to return to the rental property unless he paid the debt in full and arranged the rental for the next period. She said he knew everything in detail and that they had communicated many times so he must not be surprised that he could not access the house. There were further emails and he sent her an email on the 17th of April saying he had retrieved his belongings the previous Sunday (which would have been the 14th). But he had not told the Landlord that he had been to collect his belongings so she could not rent the room out again before the 17th of April 2024. The Landlord said that the Tenant did not seem in such a big hurry to get his belongings and nobody evicted him. He could have got back in if he had paid the bill. She said he should have gone to his family and asked them to pay the bill and should have admitted to his mother that he had been living beyond the budget and incurring all those additional charges.

- Security deposit:

In relation to the security deposit, the Landlord said the Tenant was not entitled to its return. She said apart from the last rent payment of €850 on 18th of March, she now calculated that the total amount he owes is €14,565.50. She said the Landlords are entitled to deduct the deposit from that amount. She said that it is written in the licence agreement that the homeowner can seek payment of any outstanding rent through the appropriate channels.

The Landlord was cross-examined by the Tenant:

She was asked if she had been living in Poland between September 2023 and March 2024 and she said they were going here and there, flying back and forth between Dublin and Poland.

She was asked whether the Landlords considered his stay between September 2023 or March 2024 as a tenancy within the meaning of the RTB or some other agreement. She said they had "changed the arrangement in person on the 11th of September 2023" and that the Tenant knew everything from the beginning because it was all written out in black and white, with documents put in his bedroom and sent the same day by email. She said she had detailed the change of use of the building, that he now had a licence agreement instead of a tenancy and had been given a detailed breakdown of fees. She was asked about an email at page 20 of CF3 in which she was sending him a document (the licence agreement) and asked why she would send it to him by email if she had already given it to

him. She said she emailed it for reference because the Tenant had lots of questions. The Landlord said they had a mutual meeting with his mother in August 2023 and that he had requested the room with two beds.

The Landlord was asked why she had you not submitted the licence agreement and correspondence in the adjudication process and she said at that stage she had only submitted the tenancy agreement because the RTB doesn't deal with licences. She said the RTB would not have jurisdiction to deal with a licence.

The Landlord was also asked about the fact that she had registered the tenancy with RTB. (CF2 page 35). She said she withdrew that registration in December 2023 and she backdated that to September. The Tenant put to her that he received the registration document in December 2023. The Landlord responded that she should not have registered him with the RTB as there had been a change of use of the property.

She was asked whether she had any evidence of the terms of use being pinned up in the room and she said they were there, setting out the terms of stay with fees. The Landlord was asked why she had not provided the RTB with the document called "change of use of the house" or the licence agreement which are at CF3 page 2. She said the Tenant was pretending to be surprised but the conditions were there for everyone and that he had known from day 1 that they were charging everyone for all the services, per night, per room and that all the services in the house were charged as part of the AirBnB rental.

The Landlord was asked whether the Tenant had ever signed the licence agreement / change of use document. The Landlord responded that they did not ask him to sign it, they left it in his room and told him if he wasn't happy with the terms he could move out. There were other students looking for accommodation at the time and the Tenant had a few weeks to find another place and the Landlords were happy with that.

It was put to the Landlord that the document was completed by the Landlords but the Tenant had never agreed to it and they had just changed the terms of the contract. The Landlord reiterated that she did not need the Tenant to sign the new contract, she was returning to Poland and it had all been explained to him. The Tenant put it to the Landlord that he had never seen this document before it was submitted to the Tribunal. The Landlord said that he had. She then said he had told her he had no internet connection on the 11th of September and perhaps that was why he had not received the document from them. She said maybe he had selective access to email or he deleted it.

The Tenant referred to the Landlord's submission at CF1 page 18 where it stated "although Laurent was asked to move out voluntarily in October 2023…" and the Landlord responded that they had told him in September to move out and it would have been better if he had moved out, then they could have got a supervisor for the AirBnB. She said it was risky having the Tenant there as he could have sabotaged the AirBnB by not turning on the hot water etc.

The Tenant put it to the Landlord that her issue was that his presence was blocking them from renting his room out for the AirBnB. The Landlord agreed and said she could not give him a termination notice because he had a licence and it was flexible. The Landlord said she considered the Tenant responsible for loss of income on AirBnB and there had been complaints about some rooms, where laundry had been left drying on a rack and not cleared away in time, and sometimes when the cleaner came the Tenant was not there to let her in.

Closing submission:

In conclusion the Landlord said that she wanted the Tenant to pay the invoice dated 25th of March 2024. The invoice reflects what she was charging him for the complete "top up of services" from the period between September 2023 and March 2024. She said the invoice has all the details and she wants full payment by way of an installment plan. She submitted that this was more properly a matter for the District Court because it was an AirBnB arrangement and the owners lived in the house. She said she wanted the Tenant to collaborate with her and arrange a payment plan but he would not. She said she was financially abused by the Tenant.

She said she has not yet instituted District Court proceedings as she was juggling a lot in her personal life, but that the Tenant should have got a part time job or a student loan to cover his extravagant lifestyle in using extra services in the house. However, she said in any event it is not for the RTB because it was a licence agreement.

Submissions on behalf of the Respondent Tenant:

Evidence of Laurent Stacchetti:

- "Licence agreement"/ "Tenancy Agreement":

The Tenant gave evidence that the tenancy was subject to a fixed term tenancy agreement dated the 11th of August 2023 to the 1st of June 2024. It was to cover the academic year. He said the Tenancy ended on the 3rd of April 2024 because the Landlord would not let him back into the house after he returned from France after the Easter break.

The Tenant said that the tenancy started on the 11th of September 2023. He had sent an enquiry by email to an advertisement which had been posted on the Maynooth portal and which advertised "Tenancy agreement from September until June". (CF2 page 5).

He said that on the 11th August 2023 he had signed the residential tenancy agreement which had been submitted at Adjudication CF1 page 16. He paid the rent for the first 28 days as required and the deposit. He was told in early September other students were supposed to move in.

However, after that the Landlords changed the use of the house so that instead of being a house-share arrangement for students, at least 4 of the 6 rooms were being used for AirBnB. The Tenant came to an agreement with the Landlords that he would not have to pay for certain utilities if he would look after some arrangements for the AirBnB guests coming and going in the house for the AirBnB. He said at the start there were messages and calls asking him to put on the hot water, and checking if guests had arrived, but the first named Landlord, Mrs Hennigan would not abide by any boundaries he tried to set. There were constant messages, the Landlord was asking him to report about many details, such as what level the radiators had been set to by all the Air BnB guests, and on one occasion in October the Landlord was insisting that he go out and get a label printed late at night so that she could return something she had bought for the house. He and his other housemate refused because it was so late at night but on many occasions he did the tasks demanded of him for fear of reprisal. The Tenant referred to his Whatsapp and call records showing that sometimes he received over 20 phone calls in quick succession from the first named Landlord about AirBnB tasks. The Tenant said that in December 2023, he was keeping the Landlords notified of any issue that arose but the house condition started to deteriorate. There was a leak and he told the Landlords about it, then shortly after that the Landlord took a booking for a large group on AirBnB who caused damage. He referred to

page 34 of Adjudication CF2 where the first named Landlord texted him after he sent photos of the damage caused by the guests, to say “We love you in the house”. This was because he was helping out with the AirBnB.

The Tenant received notification of the registration of his tenancy in December 2023. There were various issues following this.

The Tenant was asked to share a fridge with the other permanent tenant (the Landlords’ daughter), as the Landlord wanted to move one of the fridges out of the kitchen to fit in more furniture and to put a fridge into one of the bedrooms. The Landlord tried to insist that he move one small fridge to a landing outside his bedroom. The Tenant referred to the tenancy agreement where it says “access to four fridges”. He did not agree to move his food into a fridge on the landing, away from the kitchen. He refuted the suggestion that he was insisting on having his own private fridge, or that he was liable to charges for an “upgrade” in his use of a fridge. He just wanted to keep his food in the kitchen.

In relation to the Landlord’s extra charges for when his girlfriend stayed overnight, he said there were no rules circulated or pasted up until after his tenancy was ended. The only rules about extra charges for guests related to AirBnB guests, of which he was not one. He did acknowledge that his tenancy agreement states that he is not entitled to have guests to stay overnight. He had not noticed that rule in the tenancy agreement until the Landlord started texting him to say that it was not allowed and demanding to know how many nights his girlfriend had visited. The Tenant apologised for the oversight in respect of that rule and confirmed that his girlfriend had stayed over approximately eleven times. The Tenant rang the Landlord at that stage, as he was hoping to talk to her to resolve this issue. The Landlord did not speak to him about it but for the rest of the week she was sending him constant messages about things he had to do for the Airbnb guests, insisting that he do handyman jobs such as hanging lines and doing work in the garden.

On the 19th of March 2024 the Tenant saw that his room was advertised as available on Air BnB. He contacted the Landlord and asked her to remove it from AirBnB but she would not take it down. From that point onwards she was subjecting him to incessant pressure and was sending him constant messages. She also emailed him saying that she wanted his mother’s email to send her a bill.

The Tenant said that on the 24th of March 2024 he left Ireland for the Easter study break. The Landlord contacted him about a missing key and he told her he did not have it. On the 31st of March he received 14 emails from the Landlord with the same bill. He referred to the emails at pages 80-84 of Adjudication CF 2. In the emails she told him that he would be denied access to his room unless it was paid in full. The invoice was 17 pages long and set out a demand for €7,055 less the security deposit and rent he had paid in advance giving a total demand for €5,355.50.

The Tenant referred to his flight booking showing that he returned to Ireland on the 3rd of April. He could not get into the property because the locks had been changed. He said he was trying to solve his accommodation situation while at the same time continuing his studies.

On the 5th of April the Landlord sent the bill to his home address in France. She also sent it to Maynooth University. The Tenant referred a dispute to the RTB and on the 14th of April he retrieved his belongings from the dwelling and took photos of the room and sent them to the Landlord on the 17th of April 2024.

In relation to the additional charges which the Landlord had billed him for, the Tenant said he did not accept that he was liable for any of those additional charges. He said that none of them were set out in his tenancy agreement. There had been communication and an agreement about utilities, which he referred to.

The Tenant submitted that the termination of the tenancy was unlawful and that the Landlords have unlawfully retained his security deposit. He had paid rent up to the 22nd of April 2024 but he was not allowed to return to the dwelling on the 3rd of April. In the bill which had been sent to him, the Landlords assert they were retaining the deposit but there was no basis for this and he had sent photographs to the Landlord showing the good condition of his room after he took all his belongings out.

The Tenant was cross-examined by the first named Landlord:

He was asked how he was being harassed when he was avoiding receiving the emails with the invoice and refusing to provide his mother's contact details. He responded that he received over 20 messages on the 18th of March 2024 about the bathroom shower and that the first named Landlord was constantly sending Whatsapp messages and emails. He said he accepted that he had a guest to stay in the house a few times but he had not realised that was not allowed.

It was put to him that he owed a debt and that his mother should pay the charges for the extra services that were used as she was paying his rent monthly and she had been on the virtual tour of the dwelling on the 11th of August 2023. He said the Landlord did not know anything of his mother's situation and the charges were not included in his tenancy agreement.

The Landlord put to him that he told her his phone was broken before he went to France and he was not reachable, and that as his family was supporting him financially, they had to be contacted to arrange payment of the bill. The Tenant responded that he was not liable for any of the additional charges.

The Tenant was asked why he refused to give his mother's email address and phone number when the Landlord wanted to talk to her about the bill and he said if the Landlord was going to send a document that was about him, it should have been sent to him and that it was not about his mother. He said in any event, the Landlords had sent the bill to his parents' address in France.

The Landlord asked the Tenant why his girlfriend had not moved into the dwelling with him in September and he said he did not know her then.

The Landlord put it to him that when he sent his original enquiry he was looking for a room for two people for the price of one. The Tenant denied this. He referred to CF4 page 27 which contained his email of enquiry which in fact said "it can be a twin room". He said that just meant he was looking for a bed in a single room or a single bed in a twin room and that he would have been willing to share a twin room.

The Landlord put it to the Tenant that he had seen the additional costs listed out and must have anticipated that he would be liable for extra charges. He was asked why he did not move out when he knew the costs were accruing. He said he never had a licence agreement and was not liable for the additional charges.

The first named Landlord asked him how he had the courage to have his girlfriend to stay when he knew it was in the agreement that he could not have overnight visitors. He said that the first time he invited her over, the second named Landlord, Mr Hennigan, was in the

house. He said he did not hide it or make a secret of it; he did not realise there was anything wrong with it. He said the Landlords could have brought it to his attention at that stage or given him a warning notice for breach of tenancy obligations in relation to that but they did not. He said he did not think it was an issue that his girlfriend was visiting occasionally.

The Landlord put it to him that in his original tenancy agreement, it said that visitors were not allowed and that Tenants must abide by a cleaning schedule. The Tenant said there were two full time tenants in the dwelling, but that there were cleaners coming and going because of the AirBnB rentals.

He was asked when he came back from France and he said he returned on the 3rd of April 2024 and referred to his flight details submitted. He was asked when did he contact the Landlord asking to retrieve his belongings and he said 12th of April 2024. He was asked what day he came to the house to collect his belongings and he said 14th of April 2024. He was asked what day he had notified the Landlords that he had taken his belongings away and he said 17th of April 2024. He agreed that was 14 days after his return to Ireland.

He was asked why he did not contact the Landlord straight away when he came back and he said he needed to find another place to stay and the first named Landlord had emailed him to say he could not get back in until the bill was paid. He said he received the invoice for the first time on the 31st of March 2024. The Landlord put it to him that it had also been sent by registered post to France on 3rd of April and he said it was received in France on the 5th of April 2024 and he had already left.

The Tenant was asked whether he had told the Landlords he had medication that he needed in the room and he said Yes. He was asked why he did not come to collect the medication straight away if it was urgent and he said what was more urgent was that he didn't have access to the place where he was supposed to be living, so it was more urgent that he find somewhere else to live.

The Landlord put it to the Tenant that there had been a lack of collaboration when she sent the invoice to the university and he said yes, because there was no reason why the university should be sent a copy of that invoice.

The Landlord put it to the Tenant that his belongings were in his room just as he had left them and he agreed that they were but said the Landlord had been advertising his room for rent on AirBnB at that time. The Landlord put it to him that she had lost two weeks of rent on AirBnB because his belongings were still there. The Tenant responded that she did not lose any rent, because he had already paid the rent for that period.

Closing submission:

In conclusion, the Tenant said that he was taken advantage of by the Landlords. He had tried to help by compromising while he was living there but he was treated like an employee in the Landlords' business activity. He said the demands on him were excessive and it was as if he was working for them. He said that when he was not compliant he was threatened that he would lose his room and ultimately he was evicted. In relation to the alleged breaches, the Tenant said he was never served with any warning notice about those or a Notice of Termination. He said that in March 2024 he did feel harassed receiving all those messages. One day he received 13 emails and then in a final email there was an aggressive tone. The first named Landlord said in that email that they were going to pull every penny from him. The communications from the Landlord were unilateral. He said the experience had an impact on his physical and mental health and even after filing a

complaint and retrieving his belongings he was still feeling stressed. He referred to a letter from the college medical services outlining the impact upon him.

The Tenant said that he paid rent which should have covered up to the 22nd of April and then he was evicted. He said he is seeking the return of the overpaid rent and he is seeking the return of his security deposit. The Tenant said that he was surprised at the level of the award in the adjudication and that he referred the dispute because he was seeking the return of his security deposit and the last month's rent.

6. Matters Agreed Between the Parties:

- The Tenancy commenced on the 11th of September 2023.
- The rent payable in respect of the tenancy was €850 every 28 days
- The Tenant paid a security deposit of €850 at the start of the tenancy which is retained by the Landlords.

7. Findings and Reasons:

Finding No.1:

The Tribunal finds that the Respondent Tenant's tenancy was a tenancy of a dwelling within the meaning of the Act and accordingly the Tribunal has jurisdiction to determine the dispute.

Reasons:

Pursuant to s.85 of the Act, a Tribunal may not deal any further with a dispute if the Tribunal is of the view that the situation envisaged in s.84(1)(a) applies, that being that the dwelling the subject of the dispute, is not a dwelling to which the Act applies.

The Application of the Act is set out in s.3, which states that the Act applies to every dwelling the subject of a tenancy save those exceptions set out in subsection (2). The Landlords relied to a limited extent on the relevant exceptions, as contained in s.3(2)(g), being a dwelling in which the landlord also resides and s.(3)(2)(h), being a dwelling within which (among other cited family members) a child of the landlord resides, and where no lease or tenancy agreement in writing has been entered into by any person resident in the dwelling.

The Landlords submitted that this was a dwelling in which the Landlords also resided. The Tribunal does not accept that to be the case. It was clear from the oral evidence of both parties that the Landlords were living in Poland, and while the second named Landlord did on a couple of occasions stay in the dwelling when in Dublin to do repairs, there was no evidence to suggest that he kept a permanent space for his own use or that he was occupying the dwelling in any sense. In fact, the second named Landlord did not give any evidence to the Tribunal at all. It is clear from the vast array of correspondence submitted to the Tribunal that the Landlords were running an AirBnB business in the dwelling, from Poland, and that they availed of the assistance of the Tenant in respect of the logistics of this business.

The second exception contemplated in s.3(2)(h) relates to a dwelling within which a child of the Landlord also resides and where no lease or tenancy agreement in writing has been entered into by any person resident in the dwelling.

It was common case that the daughter of the Landlords resided in the dwelling together with the Tenant and intermittent AirBnB guests. However, the Tenant also submitted a written tenancy agreement, entered into by the parties on the 11th of August 2023. As the Tennat had a tenancy agreement in writing, the exception in s.3(2)(h) does not apply.

The Landlords finally asserted that while a residential tenancy agreement had been entered into at the start, this had been rendered void by a superseding "licence" agreement. The licence agreement was submitted by the Landlords (Tribunal CF3 page 24). On the first page, in handwriting, it states "This licence agreement replaces the tenancy agreement made on 11/08/2023 due to the change of the house use and repairs post damage". It states that "This Licence is made on the 11 September 2023 backdated to 11 August 2023". It is only signed by Gabriela Hennigan. It is not signed by the Tenant. The first named Landlord, Gabriela Hennigan, said that she did not need the Tenant to sign the licence agreement. She sent it to him and left it in his room. She said he was thereafter aware of the terms of his licence agreement and if he was not happy with that he could have moved out. This shows a fundamental misunderstanding of how a written agreement operates. If both parties enter into and sign a written agreement, on terms, they are both bound by the terms of the agreement. One party is not entitled to unilaterally impose a different agreement on the other party at a later stage and say that cancels the earlier agreement. In order to rely on the terms (or indeed the existence) of the licence agreement, the Landlord would have to have secured the Tenant's express consent to the variation in terms. The Tribunal notes that this licence agreement was only submitted to the RTB at Tribunal stage and the evidence of the Tenant that he never even saw this licence agreement until it was submitted to the RTB. The Tribunal notes also that the Landlord registered the tenancy with the RTB, and at adjudication stage submitted the residential tenancy agreement and made no mention of the "licence".

The Tenant entered into a tenancy agreement after replying to an advertisement for a residential tenancy in a house-share. That advertisement was submitted by the Landlord. All of the evidence supports the contention that the Tenant had a residential tenancy agreement and it is not accepted that it was "replaced" or voided by the creation of this subsequent document.

In all the circumstances, the Tribunal is satisfied that the exceptions set out at ss.3(2)(g) and 3(2)(h) do not apply and the dwelling is the subject of a written tenancy agreement to which the Act applies. The Tribunal can therefore move on to deal with the assertions of fact and alleged breaches of obligations under the Act.

Finding No 2:

The Appellant Landlords are in breach of obligations, pursuant to section 12(1)(a) of the Act, in interfering with the Respondent Tenant's peaceful and exclusive occupation of the dwelling and are liable for damages for that breach of €3,500.

Reasons:

Pursuant to Section 12(1)(a) of the Act, a landlord shall allow a tenant of a dwelling to enjoy peaceful and exclusive occupation of the dwelling.

The tenancy in this case commenced on the 11th of September 2023 and was subject to a fixed term tenancy agreement signed by both parties in August 2023. The term of the fixed term tenancy ended on the 1st of June 2024.

The Landlords then sought to impose different rights and obligations on the Tenant, which fundamentally altered the nature of the tenancy agreement. The arrangement was unilaterally changed by the Landlords after the parties entered into the tenancy agreement, because the Landlords wanted to rent out individual rooms on AirBnB instead of renting the property as a whole to a group of students.

From the oral evidence of both parties, it is apparent that when the Tenant entered into the tenancy agreement, it was on the understanding that he was moving into a house-share with other students and that he would have sole use of his bedroom and shared use of the common areas. The written tenancy agreement states:

"Room rental in a shared house means - your private room with a shared full bathroom with shower and bathtub, the room is located on the middle floor in a 3-story house and has a door lock, 1single bed, wardrobe, nightstand, wall mounted shelves and a private study area in the hallway across the room, an area for your to store your groceries in the kitchen cabinets and in a fridge/refrigerator.

You will share the common areas in the house such as- 1full bathroom, 1 toilet, a fully equipped kitchen, a dining area with a dining table, set of sofa furniture, a wall

mounted smart TV, 4 fridges, kitchen appliances, a laundry room with a washer

machine and a tumble dryer, a back garden with bbq equipment and patio area with a garden table and chairs, a driveway with free parking for 2 cars in front of the house, a front garden."

The evidence submitted by the Tenant demonstrates that during the course of his tenancy he was subjected to constant demands by the first named Landlord in respect of the management of the AirBnB guests. While the Tenant acquiesced to an extent with these demands, in return for the cost of his utilities, the number of demands and the tone of the communications became progressively more aggressive and threatening as time went on.

The Tribunal notes for example that the Landlord tried to insist that the Tenant move a small fridge to the landing rather than having the use of a fridge in the kitchen. This was to facilitate additional furniture in the kitchen and also because the first named Landlord wanted to charge a higher rate to AirBnB guests for having the use of an exclusive fridge by way of an upgrade.

The first named Landlord took issue with the Tenant's girlfriend staying overnight and levelled various accusations upon him about bedlinen in one of the AirBnB rooms, without any evidence. When the Tenant apologised for not having noted that the tenancy agreement did not allow overnight guests, and tried to have a discussion about that issue, the first named Landlord refused to communicate with him, only telling him that she was compiling a bill.

The first named Landlord's evidence was that she decided to charge him for every little thing because she was unhappy about his level of cooperation in dealing with AirBnB guests over the issue of a mattress.

The 17-page invoice sent by the first named Landlord is quite extraordinary, levelling monetary charges (without any evidence) for every time that the Landlords believed the Tenant's girlfriend had visited the dwelling - visits being categorised as any period of longer than one minute. The invoice also purported to charge the Tenant for the use of the dining table by his girlfriend if she was there sharing food with the Tenant. Indeed, although the dining table is part of the common living areas, the invoice purported to impose additional

charges because the Tenant was reading or studying at the dining table rather than in his bedroom.

The invoice also purported to charge the Tenant for the use of the fridge - even though the original advertisement for the tenancy included as a feature that there would be the use of two fridges and the tenancy agreement itself provides that there are four fridges. The communications between the Tenant and the first named Landlord demonstrated that he had willingly shared a fridge with AirBnB guests. There was nothing in his communications to suggest that he was excluding anyone from using a fridge.

The invoice also purported to charge the Tenant for the services of the cleaners hired by the Landlords to clean the dwelling in preparation for AirBnB guests, and for the use of cleaning products - even though the invoice acknowledges that the Tenant may have purchased his own cleaning products.

The reality of the situation was that the turnover of AirBnB guests in the dwelling was not compatible with the tenancy agreement which the parties originally signed, and the Landlords then sought to impose a different type of tenancy agreement upon the Tenant, and blame him when things did not run smoothly with the AirBnB business. However, it was not the Tenant's fault, or his responsibility, when this complicated arrangement did not work out. The Tribunal finds that this was an unacceptably intrusive arrangement which gave rise to an ongoing breach of the Tenant's entitlement to peaceful and exclusive occupation of the dwelling. The Tenant was also subjected to accusations, threats, and ultimately enormous financial charges for things which were never his liability.

A tenant is entitled to enjoy the use of their home, free from a constant barrage of communication and demands by their landlord. This is not a luxury or a privilege, as the Landlord tried to characterise it. A Tenant is entitled to eat or read in the common areas of their shared dwelling, even if they are sharing these common areas with other short-term occupants of the dwelling.

In relation to the cleaning, there was no evidence to suggest that the Tenant was not keeping the dwelling in a generally good and clean condition. The written tenancy agreement does not specify a standard of cleaning beyond "an ongoing state of cleanliness and good working order".

The tenancy agreement provided that the Tenant should ensure to keep his room and all the shared areas "in a condition not worse than on your move in day, constantly in a good state of repair, clean and free from obstruction". The Tribunal notes that the Tenant wrote to the Landlords on the 12th of September 2023 (they day after his move in day) (CF2 page 9), politely informing them that the house was not really tidy and required cleaning:

"Also, the house isn't really neat. I am cleaning up the kitchen as much as I can for my own comfort. But just so you know, I am kind of disappointed by that.

Hope this doesn't come off as a harsh critique but rather a friendly remark. I know you're doing all you can to ensure everything goes smoothly."

It also provided that the Tenant should arrange and accept a weekly cleaning schedule to be followed through by all the housemates to cover the cleaning of bathroom, kitchen and kitchen appliances, dining area, etc. In summary, the usual expectation for co-tenants living together and cooperating with each other. What it does not require is that the whole dwelling must be constantly maintained to the standard expected by short-term guests booking through online platforms. That is a different standard.

The Landlords took a decision to advertise vacant rooms in the dwelling on AirBnB to short-term occupants. This form of advertising, and the fact that cleaning is included in the AirBnB charges, gave rise to a situation where the Landlord was hiring cleaners to prepare rooms and, when required, carry out cleaning in the common areas of the dwelling.

The Tribunal notes that there was nothing in the tenancy agreement that obliged the Tenant to pay for professional cleaners, or to contribute to the Landlord's outlay on cleaning products. However, these were conditions which the Landlords sought to impose on the Tenant, without his express agreement, when they started renting out rooms on AirBnB. It may be the case that people renting a room on a short-term basis in shared accommodation where cleaning is included would have high expectations of the cleanliness and tidiness in a dwelling. Their expectations might well exceed the expectations of persons living together on a long-term, house-sharing basis.

If the Landlord was of the view that the common areas in the dwelling should be professionally cleaned for the purpose of the AirBnB business, it was of course open to them to pay someone to do that. But they were not entitled to try and impose that cost, or that schedule of cleaning, on the Tenant already in occupation of the dwelling, where it was not part of their original tenancy agreement.

Most egregious of all, when the first named Landlord was not satisfied with the response from the Tenant to the invoice that she sent him, she subjected him to a relentless barrage of increasingly aggressive emails. For example, on the 31st of March 2024 she sent an email which stated:

"we are going to do whatever it takes to pull every single pence out of you even if it involves our physical presence in your apartment in [FRANCE] as you will not be manipulating and arrogantly ignoring our demands to pay since march 16th …rest reassured that we will do WHATEVER IT TAKES TO TAKE ALL MONEY YOU OWE US FROM YOU LAURENT YOU ARE EXTREMELY MANIPLATIVE AND ARROGANT INDIVIDUAL AND WE HAVE ZERO TOLERANCE TO THIS TYPE OF PERSONALITY … WE HAVE MADE AN ERROR IN JUDGEMENT ABOUT YOUR PERSONALITY

we are advising you officially that the key lock was changed on the day Gabby emailed you a question if you had taken a key for the guests left in the key safe with you it has caused us significant financial expenses with no key in the key safe.

do you have any questions?

its in your arrogant arse best interest - trust us as we live longer in this world than you"

The Tenant, understandably, did not reply to this email. In another email to the Tenant on the same date, the Landlords wrote:

"…3 - If your debt is not settled in full and by the deadline, we are bringing a case to Maynooth University, to the French University - what may jeopardise your completion of your studies, and possibly also to the court and the police to chase the accrued debt".

The Landlords then sent an email to Maynooth University on the 3rd of April 2024 (who were not in any way party to the tenancy arrangement or involved in any way) making allegations about the Tenant that he was indebted to them, in breach of his contract and was refusing to discharge what he owed. The email states that the Tenant has no place in the house anymore due to the unsettled debt and that he had been non-compliant. While reputational damage and breaches of privacy are not a matter for this Tribunal, these

communications can only have caused extreme embarrassment, stress and upset to the Tenant.

All of the above amounts to a very severe breach of peaceful and exclusive occupation of the dwelling. This is not what the Tenant signed up to with his original written tenancy agreement, and the Landlords were not entitled to impose this arrangement upon him.

Finding No 3:

The Respondent Landlords are in breach of Landlord obligations in unlawfully terminating the tenancy and the Tenant is entitled to damages in the sum of €3,500 for that breach.

Reasons:

In addition to the fixed term tenancy agreement, once the Tenant had been in occupation for a period of six months, (ie from the 11th of March 2024) he had also acquired the protections of Part 4 of the Residential Tenancies Act 2004 (as amended). A Part 4 tenancy may only be terminated on the basis of one of the grounds set out in Section 34 of the Act. Further, a tenancy may only be terminated by way of a written Notice of Termination.

A Landlord is not entitled to simply bar a tenant from their dwelling on the basis of alleged monies owing, particularly where those monies are based on arbitrary charges not provided for in the terms of the tenancy agreement. A landlord may not deny a tenant occupation of their dwelling in the absence of the correct procedures. Section 58 of the Act provides that a tenancy may not be terminated by a landlord or the tenant by means of a notice of forfeiture, a re-entry or any other process or procedure not provided by part 5 of the Act.

The Tenant in this case was entitled to remain in the dwelling for the duration of his fixed term tenancy, which ended on the 1st of June 2024. Indeed, even at that stage, the Landlord would have been obliged to serve a Notice of Termination in order to terminate the tenancy, given that the Tenant had also acquired Part 4 rights.

The Tenant paid four weeks rent in March 2024 and then went to France for Easter. While there, he was notified by the first named Landlord that if he did not discharge the full invoice he would not be permitted back into the dwelling. The first named Landlord advertised his room on AirBnB and when he brought this up with her, she refused to take the advertisement down.

The Tribunal is not satisfied that the Tenant was responsible for the loss of the spare key from the lock box in the dwelling, given that there were multiple people coming and going from the dwelling, including AirBnB guests, cleaners and the Landlords' own daughter. The Tribunal notes that the first named Landlord said in her evidence that she did not want to call her daughter to come to the house when the key was found to be missing, instead getting a locksmith to change the locks. The Tribunal is not satisfied that this was necessary, given that her daughter was in Dublin and the issue could have been resolved if she had involved her daughter. The Landlords were therefore not entitled to hold the Tenant liable for changing the locks. Nor were they entitled to withhold a key to the new lock or prevent the Tenant from accessing the dwelling or his belongings. The Landlord made light of this in her questioning of the Tenant, suggesting that as he had not contacted her immediately, or attended at the dwelling to get his belongings and clear out his room that it was not very urgent for him to go there. The Tribunal does not accept that was the case. The correspondence to the Tenant in the preceding days had been abusive and incessant, and it had been made clear to him that he would not be permitted to come back to live in the dwelling if he did not "pay the bill". The Tribunal accepts that the Tenant could

only have been intimidated by the Landlord at this stage and that he was rightly focusing on the urgent issue of finding himself alternative accommodation.

The Tenant was deprived of his Part 4 tenancy, and deprived of his belongings and subjected to enormous stress as a consequence of the unlawful termination of his tenancy. He incurred financial loss, given that he had paid rent in advance and then was deprived of his accommodation, and had all the stress and cost of having to move house while continuing his studies.

For the overall stress, anxiety, inconvenience and expense suffered by the Tenant, due to the unlawful termination of the tenancy, a sum of €3,500 is assessed as appropriate level of damages.

Finding No 4:

The Appellant Landlord has unlawfully retained the Respondent Tenant's deposit in the sum of €850 and must return it forthwith.

Reasons:

The Respondent Tenant paid a security deposit of €850 at the start of the tenancy, which has been retained in full by the Landlord. Pursuant to s.12(1)(d) of the Act, a landlord is obliged to promptly refund a security deposit on gaining vacant possession of a dwelling, less any amounts properly withheld in accordance with the provisions of the Act. A landlord is entitled to retain all or part of a security deposit where there are rent arrears or other charges or taxes due at the end of the tenancy or where the tenant has caused damage which is in excess of normal wear and tear. The security deposit is the property of the tenant and the onus of proof therefore falls on a landlord to establish in evidence an entitlement to retain all or part of it.

The parties agreed that a security deposit of €850 was paid by the Tenant the start of the tenancy and this has never been returned to him.

A landlord is obliged to return a tenant's deposit promptly. The Landlord did not attend at the dwelling at the end of the tenancy, and did not take issue with the condition of the Tenant's room after he was able to gain access to retrieve his belongings. The Landlords have not established that the Tenant was in arrears of rent or other charges, or that he caused damage which was in excess of normal wear and tear. These are the only reasons why a landlord would be entitled to retain a deposit.

The Tenant have now been deprived of his deposit of €850 for a lengthy period of time and it must be returned without any further delay.

8. Determination:

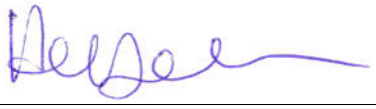
Tribunal Reference TR1124-008281

In the matter of Gabriella Hennigan and Michael Hennigan (Appellant Landlords) and Laurent Stacchetti, (Respondent Tenant), the Tribunal in accordance with Section 108(1) of the Act, determines that:

1. The Appellant Landlords shall pay the total sum of €7,850 to the Respondent Tenant, within 28 days of the date of issue of the Determination Order, being the unjustifiably retained security deposit of €850.00, together with damages of €7,000.00 for breach of landlord obligations in respect of peaceful occupation of the dwelling and for the unlawful

termination of the Respondent Tenant's tenancy, in respect of the tenancy of the dwelling at 69 Windermere, Clonsilla, Dublin 15, D15W2K2.

The Tribunal hereby notifies the Residential Tenancies Board of this Determination made on 16/09/2025.

Signed: 

Helen-Claire O'Hanlon, Chairperson
For and on behalf of the Tribunal.