

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: TR0001130 / Case Reference: DR0004973

Appellant Landlord(s): Brian Lynch

Respondent Landlord(s): Ann Sajji , Karim Sajji

Address of rented dwelling: Apartment 11, 226 Upper Salthill, Galway,H91ET82

Tribunal: Dairine MacFadden (Chairperson)
Eoin Byrne, Michelle O'Gorman

Venue: Virtual

Date & time of hearing: 12/02/2026 14:30:00

Attendees: For the Appellant Landlord (“the Landlord”):
James Doyle of H J Byrne & Co.
For the Respondent Tenants (“the Tenant”):
Ann Ward Sajji
Graham Martin of Threshold.

1. Background:

Adjudication hearing held on 9 June 2025.

2. Documents submitted prior to the hearing included:

As outlined in Procedures

3. Documents submitted at the hearing included:

None

4. Procedure:

The Chairperson asked the participating parties to identify themselves and to identify in what capacity they were taking part in the Tribunal.

The Chairperson asked the parties representatives to confirm that they had received the relevant papers from the RTB in relation to the case, Adjudication Case File 1, 62 pages, (ACF1), Adjudication Case File 2, 3 pages, (ACF2), Adjudication Case File 3, 53 pages, (ACF3), Tribunal Case File 1, 85 pages (TCF1) and Tribunal Case File 2, 75 pages. They were also asked to confirm that they had received the RTB document entitled “Tribunal Procedures”.

The Chairperson explained the procedure which would be followed; that the Tribunal was a formal procedure but that it would be held in as informal a manner as was possible; that the Landlord’s

representative would be invited to present the Landlord's case first; that there would be an opportunity for cross-examination by the Tenants' representative; that the Tenants' representative would then be invited to present their case and that there would be an opportunity for cross-examination by the Landlord's representative. The Chairperson said that members of the Tribunal might ask questions of both Parties from time to time. The Chairperson explained that following this, both parties would be given an opportunity to make a final submission.

She stressed that all evidence would be on affirmation and recorded by a recording technician, and she reminded the parties that knowingly providing false or misleading statements or information to the Tribunal was an offence punishable by a fine of up to €4,000 or up to 6 months imprisonment or both.

She said that following the hearing, the Board would make a Determination Order which would be issued to the parties and that it was the practice of the RTB to publish reports of hearings and determination orders on its website. She explained that the hearing before the Tribunal was a de novo hearing and a final hearing as to matters of fact and that a Determination Order made by the RTB could be appealed to the High Court on a point of law only.

The Chairperson stated that the Tribunal would be willing to consider a short adjournment for the purpose of allowing the parties, should they so wish, to enter without prejudice negotiations to try to reach a consent settlement of their dispute.

The parties were affirmed

5. Verbal Submissions

Landlord's evidence

Mr. Doyle on behalf of the Landlord said that there had been a fire in one of the other apartments in the building in October 2023. Following this incident, the Fire Authority requested that the Landlord arrange for a fire audit of the building. This audit was subsequently carried out in January 2024, and a number of issues were identified.

The Landlord engaged with the Fire Authority to determine whether tenants could remain in the building while remedial works were ongoing. A Fire Safety Notice was issued on 21 February 2025. Mr. Doyle said that, at that point, the Landlord had agreed with the Fire Authority that the full period of notice could be served on the Tenants, and this timeframe was reflected in the Notices of Termination issued.

However, on 27 February 2025, a further letter was served which brought forward the termination date to 10 March 2025. This was done on the instructions of the Fire Authority, who had issued a Closure Notice.

He said that the Landlord had not been withholding information from the Tenants but had been attempting to engage with the Fire Authority with a view to allowing the Tenants to remain in the building. He said that in hindsight the Tenants should have been informed earlier of the issues in the building.

He accepted that the Notice of Termination was invalid but stated that the Fire Safety Notice itself was valid. He explained that he had not attended the adjudication hearing due to a number of cases being listed and some confusion regarding dates.

He acknowledged that certain standards were not met but said that working smoke and fire alarms were in place. He did not believe that the breaches were of such significance as to justify the level of damages awarded to the Tenants by the adjudicator. He noted that, a year on from the service of the Closure Order, five apartments out of a total of thirteen in the building were still occupied and that the Fire Authority had not taken action to remove those tenants.

He reiterated that the Landlord had initially agreed with the Fire Authority that full notice could be given to tenants, but shortly thereafter they were instructed that all occupants had to vacate by 10 March 2025. He said their position was difficult, as they were trying to carry out works while keeping tenants in situ, but were informed by the Fire Authority that no works could be undertaken until the building was fully vacated.

In response to questions from the Tribunal, he said that the Landlord had purchased the building after it had already been converted into apartments.

Under cross-examination, he confirmed that no remedial works had been carried out following the 2024 audit, as they had been advised by the Fire Authority that works could not proceed until all tenants had vacated.

When asked whether any consideration had been given to reducing rent for tenants, he stated that this would have been considered if works had proceeded with tenants in occupation, but this had not been permitted. He expressed the view that the Fire Authority should have enforced matters differently

and described the process as very frustrating.

Tenants' evidence

Ms. Sajji on behalf of the Tenants said that the Landlord had delivered the Notice of Termination in person and informed her that the building was unsafe. She has a son who at that time was one year old. She further stated that the Landlord had told her to refuse to leave if the Fire Authority requested that tenants vacate the building. She said he told her that he had been contesting the matter for a long time but had ultimately lost.

She stated that the Landlord should have alerted tenants to the fire safety issues at a much earlier stage, which would have afforded them more time to vacate the dwelling. She also alleged that he had attempted to increase the rent during this period and had placed pressure on her to move out.

She said that she did not have family or friends with whom she could stay and that, as a result of the pressure and worry regarding the condition of the building and finding alternative accommodation, she suffered from anxiety and depression.

She said that the Landlord had been aware of the issues since January 2024 and should have informed her at that time. She said that she had asked him for a reference in September 2024, as she had been

seeking a larger property, and that he had an opportunity then to inform her of the issues but failed to do so.

She stated that she felt she had been treated unfairly because she had paid rent for a year while living in what she described as a dangerous building. She sought repayment of all rent paid through HAP for the period from January 2024 to October 2025. She said she believed she was entitled to a refund of this rent, given the potential danger to tenants and that they should have been informed much earlier.

In respect of the monthly rent of €893 which had been paid in full by HAP, she stated that she paid €150 per week to HAP. She said her account reflected the payments she had made, amounting to a total of €11,329.42.

Under cross-examination, she accepted that the agent had not been present during the alleged conversations with the Landlord. When asked whether she accepted that at the time of the fire in October 2023, all fire alarms and emergency lighting were operational, she stated that she had not been present in the building at that time.

Mr. Martin, on behalf of the Tenants

Mr. Martin said that the Landlord had already accepted that the Notice of Termination was invalid.

In respect of the breach of landlord obligations, he said that a fire safety audit had been conducted in January 2024 and that the building clearly did not meet the minimum standards. The Tenants had not been informed of this at the time and from that time, there had been no attempt to remedy the issues. When they were informed and served with the Notice of Termination, they were given very little time to move out and because of the difficulty in getting alternative accommodation, they had to remain in a dwelling which was dangerous. The Tenants felt anxiety, stress and depression because of this. The Tenants were seeking the repayment of the monies that they had paid to HAP in the period from January 2024 to when they vacated, and these were set out in TCF 2 and amounted to €11,329.42.

Mr. Doyle – closing statement

In closing, he apologised to the Tenants and stated that it had never been the Landlord's intention to cause them any distress. He accepted that mistakes had been made and said that the Landlord believed he had been acting appropriately by liaising with the Fire Authority throughout. He submitted that the Landlord's hands were effectively tied once the Fire Authority issued the Closure Notice. The Landlord did not know what further steps could be taken and had been advised that no remedial works could be undertaken while any tenants remained in occupation of the building.

6. Matters agreed between the parties:

1. The address of the dwelling is Apt. 11. 226 Upper Salthill, Galway, H91 ET82
2. The tenancy commenced on 16 October 2020.
3. The Tenants vacated in the first week of October 2025.
4. The rent at termination was €893 per month payable in advance.
5. A deposit of €780 was paid which was returned to the Tenants on termination.

6. A Notice of Termination with a service date of 21 February 2025 and a termination date of 1 September 2025, was served on the Tenants. The Landlord relied on the intention to substantially refurbish or renovate the dwelling as the ground for termination.
7. The Rent Review Notice with an effective date 16 April 2025 had been withdrawn by the Landlord.

7. Findings and reasons:

The Appellant Landlord shall pay the total sum of €2,260 to the Respondent Tenants, within 28 days of the date of issue of the Order, being damages for breach of landlord obligations under s. 12(1)(b) of the Residential Tenancies Act 2004 as amended.

Reasons

In reaching this finding, the Tribunal has had regard to the evidence and submissions of the parties.

The Tribunal accepts that the Landlord found himself in a difficult and constrained position. The evidence indicates that the Fire Authority ultimately issued a Closure Notice requiring that the building be vacated at short notice and that works could not proceed while tenants remained in occupation. The Act does not provide a standalone ground entitling a landlord to terminate a tenancy, whether on short notice or otherwise, by reason only of the service of a Fire Safety Notice or Closure Order. The Tribunal contrasts this with other express statutory provisions where the Oireachtas has legislated for shortened termination rights in circumstances involving danger to the dwelling as follows:

Under s.67(2)(a)(ii), a landlord may terminate on 7 days' notice where the tenant is in serious breach of obligations, including conduct causing damage to the fabric of the dwelling or the property contained in the dwelling.

Section 68(2)(a) provides that a tenant may terminate a tenancy on 7 days' notice where the landlord's behaviour poses an imminent danger of death or serious injury or imminent danger to the fabric of the dwelling or the property contained in the dwelling.

However, the Landlord accepts that there was a breach of housing standards. This was the very ground relied upon in the Notice of Termination, wherein the Landlord stated that the dwelling did not meet the housing standards and that the tenancy was required to be terminated on that basis to enable substantial refurbishment/renovations. The Tribunal is therefore satisfied that non-compliance with housing standards is not in dispute.

The evidence before the Tribunal establishes that a fire safety audit was conducted in January 2024 which identified a number of fire safety deficiencies. The Tribunal accepts that, from that date at least, the Landlord was on notice of the issues requiring remediation. While the Tribunal acknowledges the Landlord's evidence that he had purchased the building after its conversion into apartments and may not have been responsible for the original deficiencies, the statutory obligation under section 12(1)(b) of the Act is a continuing one and rests with the Landlord during the tenancy. If he purchased the dwelling while it was non-compliant with relevant standards, or if the standards changed during his ownership, that is his responsibility. If the Tenants suffered loss as a result, they are entitled to damages for that.

The Tribunal accepts the genuineness of the Landlord's efforts to engage with the Fire Authority with a view to retaining tenants in situ while remedial works were undertaken. It appears those efforts were not permitted by the Fire Authority who ultimately had to make a decision based on the safety of the tenants in the building and were best placed in a position to do so.

In assessing the extent and impact of the breach, the Tribunal has also had regard to the functioning of fire detection measures within the building. Mr. Doyle's evidence on behalf of the Landlord was that smoke alarms and fire alarm systems were operational including at the date of the outbreak of the fire in October 2023. The Tenant was not in a position to contradict that evidence, as she was not present at the time of the October 2023 fire.

The Tribunal also notes that, notwithstanding the service of notices requiring all tenants to vacate, a number of units within the building remain occupied and the Mr. Doyle on behalf of the Landlord said that the Fire Authority had not taken any enforcement action to compel these tenants to move out. While this does not negate the existence of fire safety breaches, it is a contextual factor.

The Tribunal has also considered the Tenant's evidence regarding the impact of these events on her. She said that she suffered anxiety, stress, and depression arising from concerns about the building's safety and the short timeframe within which she was required to vacate. The Tribunal accepts that the situation would have been distressing, particularly having regard to her personal circumstances.

However, the Tribunal notes that, beyond this distress, the Tenant has not demonstrated any specific loss of amenity or loss of enjoyment of the dwelling itself arising directly from the identified breaches during the period of occupation. Issues regarding leak and mould were raised by the Tenant in response to the Landlord's appeal, but as they were not raised initially by the Tenants in their application to the RTB or raised before the Adjudicator, they cannot now be considered by this Tribunal. It is not related to the issues raised at adjudication. The Tribunal can only hear appeals. That means an adjudicator or mediator must have had the matter before them. The mould and leak issues are separate allegations of breaches of obligation. Everyone is entitled to have a two-stage process. The matter must first be before an adjudicator or mediator. Someone who is not satisfied with how an issue is dealt with at adjudication or mediation has a right to bring the dispute to the Tribunal. The Tribunal can only hear matters before it in that way. The Tribunal cannot hear new matters, unless they are very closely related to the existing matters. If it heard entirely new matters, it would deny the parties the two-stage process outlined. As such, the Tribunal cannot consider any issues related to the allegations of mould and leaks..

The Tribunal must also consider proportionality. The Tenants evidence was that they required more time to secure alternative accommodation. At the same time, Ms. Ward confirmed that she had begun seeking a larger property as early as September 2024. This indicates that, irrespective of the fire safety issues, she had already been trying to relocate.

An award of damages by a Tribunal is compensatory in nature. It is not punitive, nor is it intended to penalise a landlord beyond the loss or detriment actually suffered by the tenant.

Having weighed all of the circumstances and having regard to its discretion under s.115 of the Act to make such orders as the Tribunal thinks appropriate for the purpose of providing relief, the Tribunal determines that the appropriate measure of damages is 20% of the rent paid by the Tenant to HAP during the relevant period. This amounts to €2,260 (rounded). That is a fair reflection of the loss of

amenity suffered by the Tenants. They have claimed that their loss was equivalent to the entire amount they paid for rent. For that to be the case, the Tribunal would have to be satisfied that the Tenants in effect had unusable accommodation. That is not the case. While there were (and seemingly still are) somewhat serious issues with fire safety, or at least issues requiring comprehensive remediation works, the evidence does not suggest the dwelling was unusable. The Tenants continued living there for a period. They suffered a general level of distress as a result. It is not the case, for example, that rooms or appliances were unusable. That could be the case if, for example, utilities had to be cut off for fire safety reasons. That could result in significant loss of amenity. The loss of amenity in this case was at a much more general level. It was a general level of distress, unease and uncertainty. That is not to minimise it, it is only to say that it was not a concrete loss of daily use of any part of the dwelling. That being the case, the Tribunal is satisfied that it is appropriate to award no more than 20% of the rent actually paid by the Tenants. That is a fair reflection of their loss of amenity, as compared to what they should have received. A significant portion of the rent was paid by HAP. The Tribunal could have calculated the figure as against 20% of the total rent paid. However, the Tribunal is satisfied that figure outlined is appropriate, on the basis of the totality of the loss of amenity suffered by the Tenants.

The Tribunal is satisfied that this figure reflects the breach and its impact, while remaining proportionate and consistent with the compensatory purpose of damages under the Act. It should be paid within 28 days of the date of issue of the determination order of the Board, given the size of the sum and the right of the Tenants to a prompt remedy.

8. Determination:

In the matter of Brian Lynch, Appellant Landlord, and Karim Sajji and Ann Ward Sajji, Respondent Tenants, the Tribunal, in accordance with s. 108(1) of the Residential Tenancies Act 2004, determines that:

The Appellant Landlord shall pay the total sum of €2,260 to the Respondent Tenants, within 28 days of the date of issue of the Determination Order, being damages for breach of landlord obligations under s. 12(1)(b) of the Residential Tenancies Act 2004 as amended.

The Tribunal hereby notifies the Residential Tenancies Board of this determination made on 12 February 2026.



Signed: _____

Dairine Mac Fadden, Chairperson
For and on behalf of the Tribunal