

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: TR0001361 / Case Reference: DR0002274

Applicant Landlord: ARIF Property 9 General Partner (acting for and on behalf of ARIF Property 9 Limited Partnership)

Respondent Tenant(s): Fragile Issel

Address of rented dwelling: Apartment 19, The Willows, Saint Edmunds Avenue, Lucan, Dublin, K78 T8F2

Tribunal: Healy Hynes (Chairperson)
Hugh Markey, Maureen Cronin

Venue: Virtual

Date & time of hearing: 03/03/2026 at 10:30:00

Attendees: Applicant Landlord Agent: Deirdre Collery

1. Background:

On 24/07/2025 the landlord made an application to the Residential Tenancies Board (“the RTB”) pursuant to Section 78 of the Act. The matter was referred to mediation. Subsequently a valid application for Tribunal was received from the landlord by the RTB on 22/12/2025.

In accordance with Sections 102 and 103 of the Act, the RTB constituted a Tenancy Tribunal and appointed Healy Hynes, Maureen Cronin, Hugh Markey as Tribunal members, pursuant to Section 102 and 103 of the Act and appointed Healy Hynes to be the chairperson of the Tribunal (“the Chairperson”).

On 3rd March 2026 at 10.30 the Tribunal convened a virtual hearing on Microsoft Teams.

2. Documents submitted prior to the hearing included:

RTB Case Files

3. Documents submitted at the hearing included:

None.

4. Procedure:

The Chairperson asked the Party present to identify themselves and to identify in what capacity they were attending the Tribunal. She confirmed she was the Respondent Landlord Agent. As there was no attendance by the Respondent Tenant, the Tribunal adjourned to facilitate a late arrival. At 10.45 the Tribunal reconvened. There was no attendance by the Respondent, the hearing proceeded. The

case officer confirmed to the Tribunal that there was no answer from the Respondents telephone number. The Chairperson confirmed with the Parties that they had received the relevant papers from the RTB in relation to the case and 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 person who appealed (the Applicant) would be invited to present their case first; that there would be no opportunity for cross-examination by the Respondent.

The Chairperson explained that following this the party would be given an opportunity to make a final submission.

The Chairperson stressed that all evidence would be taken on affirmation and be recorded by the official stenographer present and he reminded the party that knowingly providing false or misleading statements or information to the Tribunal was an offence punishable by a fine of €4,000 or up to 6 months imprisonment or both.

The Chairperson also reminded the Party that as a result of the Hearing that day, 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 [reference section 123(3) of the 2004 Act]. The party giving evidence was affirmed.

5. Verbal Submissions:

The Applicant Landlord’s representative gave evidence that the dwelling is Apartment 19, The Willows, Saint Edmunds Avenue, Lucan, Dublin, K78 T8F2. The representative stated that the tenancy commenced on 20 December 2024. The representative stated that the rent is €1,950 per month, payable monthly in advance on the 1st of each month. The representative stated that a deposit of €1,950 was paid and remains held by the Landlord.

The representative gave evidence that a warning notice for rent arrears issued on 24 April 2025 citing arrears of €3,452.46. The representative stated that the warning notice was served by hand delivery to the dwelling and by email, and that it was not served on the RTB. The representative gave evidence that a 28-day Notice of Termination for rent arrears was served on the Tenant and on the RTB on 12 June 2025. The representative stated that the Notice of Termination was served on the Tenant by hand delivery and email and on the RTB by email. The representative stated that the Tenant remains in occupation.

The representative stated that the calculation supporting the arrears figure of €3,452.46 is contained at page 39 of 44 on the case file. The representative stated that the Tenant paid €1,950 at the commencement of the tenancy, thereafter paid no rent for a period, then made intermittent top-up payments, and that no rent has been paid since 31 October 2025. The representative stated that arrears stand at €12,302.46 as at 28 February 2026 and that the daily rent rate is €64.11. The representative stated that the Applicant seeks vacant possession and seeks that the arrears be discharged by instalments of approximately €500 per month.

6. Matters agreed between the parties:

None.

7. Findings and reasons:

Having considered all of the documentation before it, and having considered the evidence presented to it by the Parties, the Tribunal's findings and reasons thereof, are set out hereunder.

Finding 1:.

The notice of termination as served on 12th June 2025 is invalid.

Reason 1:

A tenant is obliged to pay "the rent provided for under the tenancy agreement on the date it falls due for payment". A landlord may terminate on the ground that the tenant has failed to comply with section 16(a), provided the condition in section 67(3) is satisfied (Table to section 34, paragraph 1A). The condition is satisfied where the tenant and the Board are given a written arrears notification specifying the unpaid rent, and the amount is not paid within 28 days following the receipt of the warning notice by the tenant or receipt by the Board. Where section 67 applies and the rent arrears condition is satisfied, the notice period is 28 days.

A valid notice must comply with section 62 (writing, signature, date of service, prescribed form, reason where required, termination date and 24 hours to vacate, and statement re referral of any dispute to the Board within 28 days). Where a landlord serves a notice of termination, the landlord must on the day of service on the tenant serve a copy on the Board; non-compliance renders the notice invalid.

The Tribunal finds that the tenant was obliged to pay rent as it fell due and that failure to do so is a breach of section 16(a)(i).

The Tribunal is satisfied, on the evidence, that the arrears specified in the warning notification of 24 April 2025 existed at the time it issued, however as the warning notice was not served on the RTB, the landlord was not entitled to serve a valid notice of termination, regardless of whether the arrears were discharged or not within 28-day period from receipt by the tenant. Accordingly, the condition in section 67(3) was not satisfied.

In those circumstances the landlord was not entitled to terminate the tenancy on the rent arrears ground provided for by paragraph 1A of the Table to section 34.

The Tribunal is satisfied that the Notice of Termination served on 12 June 2025 complied in form and content with section 62 of the Act.

The Tribunal is further satisfied that a copy of the Notice of Termination was served on the Board on the same day as service on the tenant, in accordance with section 39A(1).

The Notice of Termination is however not valid.

The Tribunal finds that rent arrears exist at the date of hearing in the sum of €12,494.79 being the sum of €12,302.46 to the 28th of February 2026, together with 3 days to 3rd March 2026 at the rate of €64.11 per day. Any arrears amount directed shall be treated as the gross arrears as determined by the Tribunal, in accordance with section 119. The tenant shall pay the arrears by instalments of €500 per month, with the first instalment due on the 20th day of the month next following the date of the Determination Order, and monthly thereafter until the arrears are discharged in full.

8. Determination:

Tribunal reference TR0001361

In the matter of Applicant Landlord, ARIF Property 9 General Partner acting for and on behalf of ARIF Property 9 Limited Partnership and Respondent Tenant Fragile Issel, the Tribunal, in accordance with Section 108 (1) of the Residential Tenancies Act, 2004, determines that:

1. The Notice of Termination served on 12th June 2025 by the Applicant Landlord on the Respondent Tenant, in respect of the tenancy of the dwelling at Apartment 19, The Willows, Saint Edmunds Avenue, Lucan, Dublin, K78 T8F2, is invalid.
2. The Respondent Tenant shall pay the total sum of €12,494.79 to the Applicant Landlord, at the rate of 24 payments of €500 per month, followed by one final payment of €494.79 on the last day of each month, commencing the next month after the issue of the Determination Order. This sum represents rent arrears of €12,494.79, in respect of the tenancy of the dwelling at Apartment 19, The Willows, Saint Edmunds Avenue, Lucan, Dublin, K78 T8F2.
3. The enforcement of the Order for such payment shall be deferred and the total sum owing will be reduced by the number of monthly instalments of €500 made to the Applicant Landlord on each due date until the sum of €12,494.79 has been paid in full;
4. For the avoidance of doubt any default in the payment of the monthly instalments of €500 shall act to cancel any further deferral and the balance due at the date of default shall immediately become due and owing to the Applicant Landlord.
5. The Respondent Tenant shall also pay any further rent outstanding from 3rd March 2026, at the rate of €64.11 per day, unless lawfully varied, and any other charges as set out in the terms of the tenancy agreement for each day or part thereof, until such time as they vacate the above dwelling.
6. The Applicant Landlord shall refund the entire of the security deposit of €1,950 to the Respondent Tenant, on gaining vacant possession of the above dwelling, less any amounts properly withheld in accordance with the provisions of the Act.

The Tribunal hereby notifies the Residential Tenancies Board of this Determination.

A handwritten signature in black ink, appearing to read 'Healy Hynes', with a long horizontal flourish extending to the right.

Healy Hynes, Chairperson

For and on behalf of the Tribunal.