

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: TR0001378 / Case Reference: DR0002237

Applicant Tenant(s): Sarah Hennessy

Respondent Landlord(s): Michelle Cotter

Address of rented dwelling: Apartment 6, Riverlane House, Parnell Street,
Parnell Street, Ennis, Clare, V95 Y159

Tribunal: Karen Ruddy (Chairperson)
John Keaney, Dervla Quinn

Venue: Virtual

Date & time of hearing: 25/02/2026 14:30:00

Attendees: For the Applicant tenant:
Sarah Hennessy
For the Respondent landlord:
Michelle Cotter
Also in Attendance: RTB appointed stenographer /
Logger

1. Background:

Mediation application.

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 present 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 present confirmed that they had done so. 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. It was outlined that as the tenant had applied to the Tribunal, she would be invited to present her case first and that there may be

questions from the Tribunal members and cross-examination by the landlord. Similarly, the respondent landlord would be asked to give her evidence and there may be questions from the tribunal members and cross-examination by the tenant. The chairperson explained that following the oral evidence, the parties would be invited to make closing submissions.

The Chairperson indicated that she would be willing to clarify any queries in relation to the procedures 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 parties 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.

All persons giving evidence to the Tribunal then gave an affirmation.

5. Verbal Submissions:

Submissions on behalf of the Applicant tenant:

The tenant stated that the landlord has accused her of a number of breaches that are false and said the landlord terminated the tenancy as a result of these false breaches.

The tenant stated that the landlord has alleged that she refused access to the dwelling when a leak occurred, and she told the tribunal that she went on holidays on 10th February for one week and returned 17th Feb 2025. When she returned, she said there was a letter from the owner of the apartment below stating there had been a leak over the weekend, but she did not know which weekend it was. She said she sent her a text message to inform the landlord - contained at case file 6 page 3, which was an urgent message. She said she did not notice any leak upon her return although she checked everywhere. She refuted any allegation that the dwelling was occupied when she was away, and she had asked the landlord to confirm which weekend the neighbour was referring to, but the landlord had told her to stop telling her what to do when she suggested this.

She said she had put on a wash in the washing machine on the 9th of February but she left early next day, so she had explained to landlord that it was not established where the leak was from. Then she said she had put on a wash upon her return from holidays and she could hear water leaking. She said the Landlord said her uncle would call over, and he did call on 19th February, Ultimately, she was unwell that day, but she allowed access to the landlord's uncle, and he inspected the washing machine. He then called a plumber, and on the 20th of February the plumber wanted to call. She said she was working from home and let him in. He was there for an hour, and he determined that the leak had occurred because of the pipes being blocked. He confirmed that it was an historical issue, they texted the landlord and the landlord agreed to pay the fee. The Plumber said it was resolved and that she could carry on using the washing machine.

As regards the allegation of drying clothes indoors without proper ventilation, after 6 weeks she noticed mould and she told the landlord. She said the landlord accused her of drying clothes in the dwelling, but the dryer was not working. The tenant said she was not using the dryer, she was opening the windows or using a dehumidifier and using electric heating to dry the clothes. She said

the skylight in the dwelling was covered in mould when the tenancy commenced, and there was evidence of a mould spray cleaner there also. She said she never dried clothes in the bedroom and there was mould there also. She said the Landlord suggested she dry clothes in the bathroom or she would install a clothesline or put clothes outside. The Landlord said she would look into getting a new dryer, the dryer worked from 7th January 2025 when it was repaired. However, she said the mould issue persisted.

She denied that she exceeded the number of occupants permitted in the dwelling – she said the landlord is under the impression that her partner was living there, and the landlord took photos of her dirty laundry basket, went through her personal belongings, but her partner is based in Limerick and there was no prohibition on over-night guests in the lease. He left slippers in the dwelling, but the male deodorant was hers. She said the painters were there at the end of January 2025, but she is unsure whether the landlord sought permission to go into the dwelling with them. She said the landlord took the photos opportunistically when she accompanied the painters.

In relation to the allegation of non -payment of utility bills, she said the landlord had agreed to pay utilities for the first month, then the tenant gave her a meter reading on 9th October, and when the tenant rang Airtricity they told her that she would be billed from the 10th of October. She said she never received any bill regarding arrears from the landlord.

She said she feels she got the warning letter and the notice of termination on the same day. She said another Notice of termination was served on her previously on grounds that the landlord wanted to move back into the apartment. The RTB confirmed that was withdrawn on 6th March 2025.

She said she was pregnant at the same time and so was too stressed out to lodge a dispute immediately with the RTB when the second notice of termination was served on her on the 3rd of April 2025, she thought that the landlord just wanted her out. She agreed that she chose to leave voluntarily on 4th May 2025, but she alleged that the landlord tried to get her out earlier, without lodging a dispute.

She said the Landlord had lodged a rent dispute with the RTB and it had an assigned hearing date for the 23rd of July 2025, but she then lodged her own dispute when the landlord did not show up for that hearing.

She said she vacated the dwelling on the 25th of April 2025, but rent was too high, so she moved home and is in another apartment now. She says she was illegally evicted and did nothing wrong and is seeking compensation. She then agreed that she did not inform the landlord that she had moved out and did not return the keys until the 4th of May 2025 when the landlord contacted her.

Regarding standard and maintenance, she said that the dwelling was substandard, with exposed pipes, pigeon faeces everywhere, and a light fixture not properly installed.

She said she feels the landlord knew about these issues, as the landlord had discussed these issues with her. She agreed that she had never notified the landlord that these were issues. She said there was water coming from the roof and said that the landlord had indicated that she was getting the roof looked at but it never happened.

She agreed that she had utilised her security deposit as her final month's rent without consent because in the notice of termination the landlord had provided her with 5 days to pay plumbers fees, and wanted the tenant to pay the arrears to Airtricity, even when no bill had been provided to her,

and she was also given 10 days to pay €202 for a dehumidifier to replace an old one, and to pay the cost of labour for painters, €321.60, with a total of over €600 being sought, the tenant said she believed that her deposit would not be returned.

Cross examination by the landlord – the tenant was asked about the breach of tenant obligation regarding the leak from the washing machine, repair of pipe work, whether she had to cancel meetings, and whether she had made the landlord aware that it was inconvenient to have a plumber visit. She was asked about the dryer which had been provided, and she said the landlord had called in late October 2024 and had advised the tenant that the dryer was not working properly and that she would get it fixed. The Tenant responded that she had messaged the landlord's uncle to try to get the dryer fixed. The dryer was repaired in January 2025. It was suggested that using a dryer had resulted in huge bills but in any event, it was not repaired until 7th January 2025.

The Tenant confirmed that she always had windows opened but if it was too cold, she would use the dehumidifier because the bathroom was too small for the clothesline.

When asked about Airtricity bill, the tenant responded that there is no outstanding bill in the tenant's name. She said she paid utilities from the 10th of October, because the landlord closed the account on 9th October 2025 and had paid all the bills for the first month of the tenancy. She said she could not have known how much was owed from 1st October to 9th October as the landlord did not tell her. She said she had opened an Airtricity account on 10th October. The landlord suggested she had been served with notice of legal proceedings for €145 arrears but then agreed that the tenant was not informed how much of that was attributable from 1st Oct to 9th October 2025.

Closing submission –the tenant submitted that she feels badly treated, that she loved the apartment, but the landlord had wanted her out. She submitted that any mould problem was caused by structural issues in the dwelling.

Submissions on behalf of the Respondent landlord:

The respondent landlord told the tribunal that there had been one previous tenant of the dwelling, after she re-located to Sweden, however when she rented the dwelling to the tenant, multiple things happened in quick succession, by November 11th 2024 mould was starting to accumulate, but she agreed that the sky light was already mouldy when the tenant commenced the tenancy. She said that it then became extreme. She said no issues were identified on the tenant's move in date but within 6 days of the first complaint of mould, the landlord had it treated. She said she used mould repellent paint and put attic insulation in place, so she had tried to keep the dwelling warm and habitable.

She said while the Tenant was initially satisfied with the dwelling, within a further 45 days mould was re-appearing, and this was a very short timeline. On 9th January 2025, she said they exchanged text messages, she highlighted the need for ventilation, windows were jammed shut, stuck closed, and on the 24th January 2025, she had the tenant's permission to go into the dwelling, and a spot light must have popped down, but she had inspected the dwelling thoroughly as she was getting worried and she had strong suspicion of a second occupant, but that she had visited with the tenant's approval. She said others had observed that another person was living there. She also observed windows closed with a clothes horse out, and she was very worried another occupant being there, in a small 44 square meters dwelling would cause further mould. She said when she entered her glasses fogged up and the floors were very wet. She said when the leak downstairs occurred, she

got a message from her neighbour, but the tenant said there was no sign of a leak and that she did not know where the leak was coming from, but on 18th February the tenant said she put on laundry when she had found the source of the leak. She said she had received a video of water flowing down the neighbour's wall on the 18th of February and had sent it to the tenant, but she then said she was mistaken and she had not sent it to the tenant on that date. She alleged that even after noticing water leaking out that another load of washing had been put on by the tenant.

She said she had a frank discussion with the tenant on the phone on the 19th February when the ending of the tenancy was suggested by her to the tenant and the tenant agreed. She said the mould re-occurrence was caused by the tenant's lifestyle, and there was an unwillingness to find a solution, so she had contacted the tenant on February 22nd and discussed the breaches. She said the tenant had agreed to end the tenancy. She said she did raise a case with the RTB, as the tenant wanted to stay for the full notice without paying any rent, but when the tenant confirmed that she had vacated the dwelling she decided she would not pursue it.

She said the tenant did not open windows all the time, so she wanted to be reimbursed for the cost of painting the dwelling as the damage was too severe in a short period of time. She said she was a prudent and attentive landlord.

She agreed that she had initially agreed to cover the cost of the plumber. Then she decided to seek payment from the tenant. She now accepts that tenant was not responsible for that plumber fees. She said she contacted the tenant as she felt that the tenant was not going to change her living habits. She is sorry and disappointed that this has happened.

Cross-examination – she was asked about the tenant living there now, and whether there is still a mould problem. She said there is a reasonable level of condensation, Pamela is the name of the tenant currently living there, that the skylight was never opened as there was no ability to open the skylight, that there was prior evidence of mould as a dehumidifier was already there and mould spray was already there at the start of the tenancy.

Closing submission – the landlord submitted that the mould was not caused by structural issues, that she had not carried out any punitive action against the tenant, that she took measures to maintain the dwelling but the timeline between issues was too short, and the mould was caused by the tenant. She submitted that the tenant had agreed to a 90-day notice to end the tenancy.

6. Matters agreed between the parties:

Address: Apartment 6, Riverlane House, Parnell Street, Ennis, Clare, V95 Y159

Tenancy commenced: 1 September 2024

Tenancy ended: 4th May 2025

Warning notice for breach of tenant obligations served on the Applicant tenant dated the 6th March 2025

Notice of termination served by Respondent landlord on the Applicant tenant dated the 3rd April 2025 on grounds of breach of tenant obligation by post.

Served on RTB on the same date via email.

Termination date was 4th May 2025.

7. Findings and reasons:

Finding No 1: The Notice of Termination, dated the 3rd April 2025, served by the Respondent landlord on the Applicant tenant in respect of the tenancy of the dwelling at Apartment 6, Riverlane House, Parnell Street, Parnell Street, Ennis, Clare, V95 Y159, on grounds of alleged breach of tenant obligations, is invalid.

Reasons:

The Respondent landlord served a warning letter for breach of tenant obligations on the Applicant tenant dated the 6th of March 2025, listing an extensive range of alleged breaches of tenant obligations. The warning letter was followed by service of a notice of termination on the same grounds which was dated the 3rd April 2025, citing a termination date of the 4th May 2025. The tenant vacated the dwelling on foot of this notice of termination.

For the avoidance of doubt the alleged breaches of the tenant obligations were set out as follows by the Respondent landlord:-

Reason 1 :

Non-payment of utility bills as outlined in the terms of the lease agreement. Section 16 (a) (ii): "where the lease or tenancy agreement provides that any charges or taxes are payable by the tenant, pay those charges or taxes in accordance with the lease or tenancy agreement (unless provision to that effect in the lease or tenancy agreement is unlawful or contravenes any F37".

As of today, the 6th of March 2025, you have failed to respond to requests to resolve the breach of your tenancy obligations:

- *Whatsapp communication 4th of December 2024 at 17:25*○ *Request from the landlord to ensure the account was set up at the commencement of tenancy as outlined in the terms of the lease.*
- *Whatsapp communication 15th of December 2024 at 19:13*
 - *Request to ensure the account was correctly set up from the meter reading.*
- *Whatsapp communication 10th January 2025 at 13:28*
 - *Confirmation from tenant that the balance was paid. Airtricity confirmed this was not the case.*
- *Phone conversation 22nd February 2025 at 11:39am*○ *Outlined outstanding balance still remains unpaid.*
- *Email 22nd February 2025 at 12:22am*
 - *(Landlord) offered to pay outstanding balance if a mutually agreeable date to terminate the tenancy could be reached. No response.*

Written and telephone communication directly between landlord and Airtricity confirming both verbally and in writing that electricity was not paid by the tenant during the agreed term of lease.

Landlord confirmed with Airtricity that the tenant was added as a contact person to the previous utility agreement, allowing full disclosure from Airtricity on outstanding fees payable by the tenant during the term of the tenancy agreement. I am providing you with a period of 5 days to remedy the

breach of your tenancy obligations by paying the outstanding balance due to Airtricity in full and ensuring there are no other charges payable to Airtricity during the term of your tenancy that are in arrears. Should you fail to remedy the breach within this period, I am entitled to serve you with a notice of termination that terminates your tenancy with just 28 days' notice.

The tribunal finds that the Respondent landlord was totally unjustified and it was unreasonable for her to use this as a reason to terminate the tenancy. There was no breach on the part of the tenant in regard to the payment of utilities. The situation was that the landlord paid the utilities for the month of September 2024 and thereafter the tenant was supposed to have the account transferred into her own name. This did not in fact occur until the 10th of October and by then there were 9 days of unpaid usage. However, the landlord did not provide the tenant with a bill and did not stipulate how much of the total alleged arrears of €145 was actually attributable to the tenant's usage. The landlord admitted during her evidence to the tribunal that she did not provide the tenant with the bill or indeed any calculation on the basis of what she says was the tenant's usage and she accepted that this was not a good ground for termination of the tenancy and that it was not a breach on the part of the tenant.

The tribunal finds that use of this reason as a ground to allege breach of the tenant's obligations was totally unreasonable and unjustified.

Reason 2 :

Causing a deterioration in the condition of the dwelling beyond normal wear and tear and not remedying this or covering the costs of the damage. Details of the damage caused are : Repeatedly drying clothes indoors in the kitchen/living area without proper ventilation, which has caused damp to spread as well as significantly increasing the risk and occurrence of mould.

As of today, the 6th of March 2025, you have failed to respond to requests to resolve the breach of your tenancy obligations:

- *Whatsapp communication 11th November 2024 at 13.25*
 - *Communicated to tenant that clothes cannot be left drying in living room without adequate ventilation. Tenant refused to comply.*
- *Whatsapp communication 25th November 2024 at 17.35*
 - *Communicated to tenant that clothes cannot be left drying in living room without adequate ventilation. Tenant refused to comply.*
- *Whatsapp communication 9th January 2025 at 18.07*
 - *Communicated to tenant that clothes cannot be left drying in living room without adequate ventilation. Tenant refused to comply.*
- *Additional solutions and options offered by the landlord on multiple occasions to support the tenant in rectifying the issue, but these were refused or not utilised (installing clothesline outside the premises, installing clothes drying solution in the bathroom, having the (washerdryer) tumble dryer certified as fully functional, as well as purchasing a high-grade dehumidifier)*

I am providing you with a period of 10 days to remedy the breach of your tenancy obligations by providing written confirmation that no additional clothing will be left to dry without adequate ventilation throughout, as well as reimbursement to the landlord of the costs incurred to rectify the

damage beyond normal wear and tear. The costs incurred are €202 for the purchase of the dehumidifier, supplied in good faith on the assumption that there would be no ventilation-based damage caused beyond normal wear and tear. In addition, €321.60 is requested to reimburse the cost of transportation and provision of labour (receipts for both available upon request), as well as €60 in misleading rent reduction offered in good faith. This rent reduction was offered on the insistence of the tenant needing to cover local accommodation during the course of the repairs. This reimbursement can be waived if the landlord is provided proof of booking, showing the outlined local accommodation booked after the confirmed date of repairs was communicated to the tenant. The total reimbursement amount equals €586.60, €60 of which can be waived upon provision of booking receipt as earlier outlined.

The tribunal finds that the landlord was wrong in placing all of the blame for the occurrence of mould in the dwelling on the tenant. While the drying of clothes may well have contributed to the mould growth, the tribunal accepts that there were other factors at play, including the failure on her own part to provide a properly functioning tumble dryer and her failure to provide any apparatus to open the elevated skylight. The tribunal notes the exchange of text messages between the parties on this issue and the fact that the landlord felt very aggrieved at the fact that the mould recurred so shortly after it had been treated. While the tenant may well have contributed to this regrowth of mould, her actions were not the only factors that should have been considered by the landlord and the landlord's suggestions regarding placing a clothesline in a tiny apartment bathroom were clearly unworkable and unreasonable. In addition, the landlord was totally unreasonable in seeking to be reimbursed the sum of for "*The costs incurred are €202 for the purchase of the dehumidifier, supplied in good faith on the assumption that there would be no ventilation-based damage caused beyond normal wear and tear. In addition, €321.60 is requested to reimburse the cost of transportation and provision of labour (receipts for both available upon request), as well as €60 in misleading rent reduction offered in good faith. This rent reduction was offered on the insistence of the tenant needing to cover local accommodation during the course of the repairs. This reimbursement can be waived if the landlord is provided proof of booking, showing the outlined local accommodation booked after the confirmed date of repairs was communicated to the tenant. The total reimbursement amount equals €586.60, €60 of which can be waived upon provision of booking receipt as earlier outlined*".

The tribunal finds that the landlord acted unreasonably and unjustifiably in seeking these payments and of then using the failure to pay as a reason to terminate the tenancy. The tribunal finds that there was no such breach of obligation on the part of the tenant and she was not in breach by refusing to pay for the dehumidifier, the painting costs or costs of labour and travel or for rent foregone. The tribunal notes that all of these expenses are ones that were justifiably incurred by the landlord and the tenant was in no way responsible for the payment of same.

Reason 3 :

Causing a deterioration in the condition of the dwelling beyond normal wear and tear and not remedying this or covering the costs of the damage. Details of the damage caused are misuse of appliances causing damage to flooring, walls and electrical wiring. Repeatedly using the washing machine after a severe leak had been identified, resulting in water leakage in both the rented dwelling mentioned in this breach as well as the dwelling below.

As of today, the 6th of March 2025, you have failed to respond to requests to resolve the breach of your tenancy obligations:

- *Whatsapp communication between tenant and Appliance Repairman 19th of February 2025*

- *Access initially refused multiple times despite pre-agreed access granted by tenant in the two days prior. Eventual access granted on emergency basis due to severe nature of leak. Appliance repairman assessed washing machine and confirmed the appliance is in good working order and identified signs of water damage to flooring.*

- *Whatsapp communication with plumber Tuesday 4th March 2024* ○ *Plumber confirmed water leakage could only have occurred while the appliance was in active use due to the nature of the leakage. The root cause was identified as a build-up in the overflow pipe from inadequate usage (waste, oil and other materials being washed down the sink without sufficient hot water or washing up liquid / not disposed of correctly).*

- *The plumber confirmed that the root cause has now been rectified, but that the leakage occurred during the tenants use of the appliance.*

- *Whatsapp communication between landlord and tenant 18th of February 2025* ○

Tenant denies using the appliance or being present during the severe leak, and furthermore, insisted on repeated use of the appliance despite the leak being identified and acknowledging the severity of the issue.

■ *"I put on a clothes wash and I heard the sound of water leaking when the machine was going through the cycle. I looked underneath the sink and I could see water, it's hard to see as its at the very back of the machine but water had definitely leaked from the machine it looks like. The water didn't flow around the kitchen and looks to be minimal. This is the first time I have noticed this happen. I put on another wash after this and I didn't hear the same noise."*

I am providing you with a period of 5 days to remedy the breach of your tenancy obligations by paying the cost of the plumber fees of €110 (inclusive of VAT and receipt available upon request) as well as arranging an inspection to be carried out no later than March 21st to assess the extent of potential damage caused as a result of this leakage. The inspection should be carried out by a licensed inspector certified in home assessments of this kind (or similar). A copy of the resulting report will need to be supplied to the landlord in writing as well as an outline of steps to remedy any damage identified. Should you fail to remedy the breach within this period, I am entitled to serve you with a notice of termination that terminates your tenancy with just 28 days' notice.

The tribunal finds that the landlord was unreasonable in using this reason as a ground to allege breach of tenant obligations. The tribunal notes that the cause of the leak that occurred at the dwelling sometime in early February 2025 was an old and blocked pipe and there was no dispute in relation to this. Despite the landlord agreeing this was the case, she then totally unreasonably sought to lay the plumbing costs and the cost of repairing the damage for the leak at the door of the tenant and she gave the tenant just 5 days within to remedy the breach by payment of the money claimed. However, during the tribunal hearing the landlord was forced to agree, upon questioning, that the tenant had not been made aware of the video evidence that the landlord had been sent by

the neighbour downstairs and therefore the tenant could not have known that the use of the washing machine was likely to cause damage to the dwelling or to other neighbouring properties.

The tribunal finds that the tenant was not in breach of her obligations when she used the washing machine upon her return from holidays and the cause of the leak was clearly related to old and blocked pipes in the dwelling. The tribunal finds that the landlord was unreasonable in using this reason to ground a warning notice and a notice of termination of the tenancy.

Reason 4 :

Failing to inform the landlord in writing of the identity of all occupants (excluding other tenants).

Evidence of additional occupancy has been noted on several occasions during the duration of the occupancy. Failing to inform the landlord in writing of the identity of all occupants (excluding other tenants).

Evidence of additional occupancy has been noted on several occasions during the duration of the occupancy and contravenes the terms of the tenancy agreement.

As of today, the 6th of March 2025, you have failed to respond to requests to resolve the breach of your tenancy obligations:

- *Whatsapp communication 10th January 2025*
 - *Tenant confirmed to landlord the apartment remains single occupancy. Evidence of dual occupancy was noted by all individuals carrying out repairs in the following fortnight (23rd - 24th Jan 2025). I am providing you with a period of 14 days to remedy the breach of your tenancy obligations by providing proof of single occupancy via means of lease agreement, utility bill or similar for the suspected additional occupant, as well as providing further written confirmation of acceptance of additional occupancy as outlined in the lease agreement. Should you fail to remedy the breach within this period, I am entitled to serve you with a notice of termination that terminates your tenancy with just 28 days' notice.*

The tribunal, on the balance of probabilities, accepts the evidence of the tenant that she was the sole occupant of the dwelling during the entire period of the tenancy. She agreed that her partner did stay at the dwelling from time to time but that he lived in Limerick. The landlord had no evidence whatsoever upon which to base this allegation of breach of tenant obligations, apart from hearsay and suspicions that she herself manufactured from things she observed in the dwelling while she was accompanying painters. There was a dispute around whether the tenant had given permission for the landlord to access the dwelling on that date, but there is no doubt but that the landlord was not entitled to snoop through the tenant's belongings and take photos of the tenant's possessions, to seek to substantiate her suspicion around who was occupying the dwelling. The tribunal finds that the tenant was not in breach of her obligations in this regard and that the landlord acted unreasonably in using this as a reason to ground a warning letter and a notice of termination.

Final Breach - Undocumented

Upon receipt of notice of termination, the tenant chose not to respond/reply to any suspected breach. The tenant then decided she would stay until the final allowable date as per the notice of termination (4th May 2025). The tenant then subsequently refused to pay rent for this period.

The tenant was adamant that she would remain until the final date, despite a refusal to pay rent for either the entirety of April or the occupied dates in May. The tenant insisted her security deposit could be utilised for April and ignored any reasonable request for rental payment for occupation in May.

As a landlord, every attempt was made to compromise, including a willingness to waive rent for April and utilise the security deposit for the period if two reasonable conditions could be met – an early apartment inspection to ensure nothing was broken or damaged beyond normal wear and tear or issues already flagged, and to vacate before the apartment entered a new rental month. The tenant repeatedly refused, and when trying to find a compromise/resolution, threatened RTB action - in spite of openly breaching tenant responsibilities in the RTB guideline.

The tribunal notes that this issue was raised as a ground for termination of the tenancy despite the landlord accepting therein that she had not included this as a ground for termination in the warning letter or in the notice of termination. This is an issue which arose following service of the notice of termination and regarding which the landlord had already submitted a dispute with the RTB. The hearing date assigned for the dispute regarding the non-payment of rent for the last month of the tenancy was the 23rd of July 2025, but the landlord did not appear to pursue her case as she said she was willing to let it go. Therefore, it is unreasonable for it to be included in the grounds for termination of the tenancy in this case.

The Tribunal therefore accepts that the applicant tenant was not in breach of her tenant obligations, as alleged by the landlord.

The tribunal finds that the applicant tenant moved out of the dwelling on foot of an invalid notice of termination. This constitutes a breach of her statutory tenancy rights and breach of her fixed term lease. The tribunal accepts her evidence that she did not have a claim for damages in so far as she moved home to her parents' house as she did not wish to pay the high rents being sought. She told the tribunal that she now lives in a rented apartment elsewhere at a lower cost. The tribunal notes that the tenant was merely seeking compensation for the stress she was caused to suffer on account of the unjustified and unreasonable actions of the landlord in termination the tenancy for no good grounds and the tribunal considers the sum of €500 to be an appropriate sum to award to the tenant for the stress and inconvenience caused to her by the landlord's actions in breaching her fixed term lease and service of an invalid notice of termination.

Finding No 2:

The Tribunal finds that the Tenant's claim for breach of Landlord's breach of obligations in respect of standards and maintenance of the dwelling is not upheld.

Reasons:

The Act sets out a landlord's obligation regarding standards and maintenance as follows -

12.—(1) In addition to the obligations arising by or under any other enactment, a tenant of a dwelling shall—.....

(b) subject to subsection (2), carry out to —

(i) the structure of the dwelling all such repairs as are, from time to time, necessary and ensure that the structure complies with any standards for houses for the time being prescribed under [section 18 of the Housing \(Miscellaneous Provisions\) Act 1992](#), and

- (ii) the interior of the dwelling all such repairs and replacement of fittings as are, from time to time, necessary so that that interior and those fittings are maintained in, at least, the condition in which they were at the commencement of the tenancy and in compliance with any such standards for the time being prescribed,*

The Tribunal notes the tenant's evidence regarding her allegations of breach of obligation on the part of the landlord to maintain the dwelling and in particular the tribunal notes that she alleges that there were exposed pipes, pigeon faeces everywhere, and a light fixture not properly installed. While she did not notify the landlord of these issues, she said that "she feels the landlord knew about these issues, as the landlord discussed these issues with her. She agreed that she had never notified the landlord that these were issues". The tenant failed to establish any hazard caused by the exposed pipes other than unsightliness. The area affected by the pigeon faeces was outside the control of the landlord. The tenant acknowledged that she had not informed the landlord of the faulty light fitting. The tribunal notes that she alleges that was water coming from the roof, and she said the landlord had indicated that she was getting the roof looked at but that it never happened. However, the tribunal notes also that there was no evidence produced by the tenant to in any way substantiate her claims in this regard and she accepted that she failed to notify the landlord regarding any of the issues mentioned above.

The Tribunal finds that in relation to such matters as complaints about mould and the leaking washing machine, that the landlord took appropriate action within a reasonable period of time.

The Tribunal accepts therefore that the tenant has failed to notify the landlord or its agents regarding these new issues of which she now complains. It is not appropriate for a tenant to allege breach of landlord obligations in circumstances where the landlord has not been informed of the issues that require attention and has not been given an opportunity to fix them.

The tribunal therefore accepts the Landlord's evidence that the Tenant had failed to notify her of any of the new issues of which she was now complaining. It is patent that a landlord cannot be in breach of its obligations if it is unaware of the alleged breach.

8. Determination:

Tribunal reference TR0001378

In the matter of Sarah Hennessy (Applicant Tenant) and Michelle Cotter (Respondent Landlord) the Tribunal in accordance with section 121 of the Residential Tenancies Act 2004 as amended, determines that:

1. The Notice of Termination dated the 3rd April 2025 served by the Respondent Landlord on the Applicant Tenant in respect of the tenancy of the dwelling at Apartment 6, Riverlane House, Parnell Street, Ennis, Clare, V95 Y159, on grounds of breach of tenant obligations, is invalid.
2. The Respondent Landlord shall pay the sum of €500.00 to the Applicant Tenant within 28 days of the issue of the Determination Order as damages for service of an invalid Notice of Termination and breach of the fixed term lease.
3. The Applicant tenant's claim for breach of landlord obligations regarding standard and maintenance of the dwelling at Apartment 6, Riverlane House, Parnell Street, Ennis, Clare, V95 Y159, is not upheld.

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

A handwritten signature in blue ink, appearing to read 'Karen Ruddy', with a large, stylized flourish underneath.

Signed: _____

Karen Ruddy, Chairperson

For and on behalf of the Tribunal