

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: TR0001261 / Case Reference: DR0005277

Appellant Tenant:	Eva Greca
Respondent Landlord:	Jersoa Limited
Address of rented dwelling:	Apt 9 Harbour House, Dublin 8, D08F765
Tribunal:	Maureen Cronin (Chairperson) Hugh Markey, Healy Hynes, Maureen Cronin
Venue:	Virtual
Date & time of hearing:	03/03/2026 14:30:00
Attendees:	For the Appellant Tenant: Eva Greca (Tenant) Stewart Reddin, Dublin South Citizens Information Service, Tenant's representative For the Respondent Landlord: Michelle Savage, Home Club, Landlord's representative

1. Background:

On 15 May 2025 the Landlord made an application to the Residential Tenancies Board ("the RTB") pursuant to Section 78 of the Act. The Tenant also 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 20 August 2025. The Adjudicator held that

1. The Notice of Termination with a date of service of 19 December 2024 served by the Applicant Landlord on the Respondent Tenant, in respect of the tenancy of the dwelling at Apartment 9, Harbour House, 11/12 Bond Street, D08F765, is valid.
2. The Respondent Tenant and any other persons residing in the above dwelling shall vacate and give up possession of the above dwelling within 30 days of the date of issue of the Determination Order.

3. The Applicant Landlord shall refund the security deposit of €1,050 to the Respondent Tenant, upon the Respondent Tenant vacating and giving up possession of the above dwelling, less any amounts properly withheld in accordance with the provisions of the Act.
4. The Respondent Tenant shall continue to pay any further rent outstanding to the Applicant landlord from 20 August 2025, being the date of the Adjudication Hearing, at the rate of €1,610 per month, or proportionate part thereof at the rate of €52.93 per day, unless lawfully varied, and any other charges as set out in the terms of the tenancy agreement, for each month or part thereof, until such time as the above dwelling is vacated by the Respondent Tenant and any other persons residing therein.

On 22 October 2025 the Landlord referred the dispute for determination by a Tribunal, this was approved by the Board on 23 October 2025.

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

On the Parties were notified of the constitution of the Tribunal and provided with details of the date, time and venue set for the hearing.

On 3 March 2026 the Tribunal convened a virtual hearing via Microsoft Teams.

2. Documents submitted prior to the hearing included:

Adjudication report, 3 Mediation files, & 3 Tribunal files

3. Documents submitted at the hearing included:

None

4. Procedure:

The Chairperson asked the parties present to identify themselves and to identify in what capacity they was attending the Tribunal. The Chairperson confirmed with the parties that

they had received the relevant papers from the RTB in relation to the case and also 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 applied to the Tribunal (the Appellant Tenant) would be invited to present her case and that the Respondent Landlord could cross-examine the Tenant. The Respondent Landlord’s representative would then be invited to give her evidence and that the Appellant Tenant’s representative could cross-examine the Landlord. Also, the Chairperson said that the Tribunal members might ask some questions. The Chairperson explained that both parties would be given an opportunity to make a final submission.

The Chairperson stressed that all evidence would be taken on affirmation and would 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 punishable by a fine of €4,000 or up to 6 months imprisonment or both.

The Chairperson also reminded the parties 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].

Prior to commencing evidence, the Chairperson reminded the parties that it was open to them to reach an agreement between themselves. The Chairperson advised the parties of the benefits of reaching an agreement and advised them that any agreement reached would be capable of retaining the enforceability of an order of the RTB. The Chairperson indicated that, if the parties wished to discuss matters among themselves, the Tribunal would leave the virtual meeting and allow them to discuss matters among themselves. The parties discussed the matter privately but did not reach a settlement.

The parties giving evidence then took the affirmation.

5. Verbal Submissions

Tenant's evidence

The Appellant Tenant’s representative made submissions and said that the tenancy started on 02 August 2013 and that the Tenant paid a deposit of €1,050. He said that on 11 October 2023 there was a fire in the apartment building and the fire department ordered the evacuation of the building. He said that the landlord’s representatives offered the Tenant alternative accommodation at 39 Danielle Street Dubin and that the Tenant is still living there. He said the rent was €1,610 and that this rent was being paid in relation to the tenancy of Apartment 9, Harbour House, Dublin 8.

He said that the repair work following the fire had not yet been completed and that in November 2024 the Landlord told the Tenant that the owner of the alternative accommodation at 39 Daniel Street intended to sell that building and wanted vacant possession of the apartment the Tenant was living in. He said it was the Tenant’s case that the tenancy of Apartment 9, Harbour House, Dublin 8 continued, despite the fire and the Tenant’s change of accommodation to 39 Daniel Street. He said that the reason for the

termination in the notice of termination was that the landlord was entitled to terminate the tenancy before a further Part 4 tenancy commenced. He said that the key question was when did the tenancy start. He said the Tenant's reason for challenging the notice of termination was the incorrect calculation of further Part 4 tenancies in the Adjudication which was held on 20 August 2025.

The Tenant gave evidence that her tenancy started on 02 August 2013 and that she had submitted several documents supporting this. She said that she had submitted a copy of the original lease on the tenancy and she referred to a page of the Residential Tenancies agreement at Tribunal Case File 2 page 9 which showed the name of the original landlord and this tenant's name and her partner's name and the statement that the term (of the tenancy) commencement date was 02 August 2013. The Tenant also referred to a document showing email content from 2013 at page 11 of the same Case File to explain her previous confusion about the start date of the tenancy. She referred also to page 12 showing her contact with Airtricity dated 19 August 2013 about changing the account from her previous accommodation to her new address, Apartment 9, Harbour House. The Tenant referred to 2 further documents from 2013, one was a copy of parts of her Bank of Ireland account showing her previous address on her bank account and her new address at Apartment 9, Harbour House on the following pages. The tenant also referred to the RTB registration letter dated 05 September 2013 which was addressed to her at Apartment 9 Harbour House.

In response to Tribunal questions, the Tenant said that she wanted the notice of termination declared invalid. She said that the tenancy for Apartment 9 Harbour House continued even though she was living at 9 Daniel Street, and that the HAP payments were being paid in relation to Apartment 9 Harbour House.

The Tenant's representative submitted that 02 August 2013 was the correct date for the start of the tenancy; that the calculation of when Part 4 and further Part 4 tenancies for the purpose of terminating a tenancy before a Further Part 4 tenancy started was as follows – from 02 August 2013, a Further Part 4 started on 02 August 2017, a Further Part 4 then started on 02 August 2023, and a Further Part 4 is due to start on 02 August 2029. He submitted that the notice of termination served on 19 December 2024 with the termination date of 02 August 2025 was invalid, and in breach of Section 66 as it should have expired on or after the end of a Further Part 4 tenancy. This notice of termination expires during a Further Part 4 tenancy, as it was calculated based on the incorrect start date of the tenancy, that is 02 August 2015.

Landlord's evidence

The Landlord's representative gave evidence and said the landlord had bought the dwelling in 2017 and the information supplied by the vendor at the time of the purchase stated that the tenancy started on 02 August 2015. She said the landlord had a genuine belief that the start of the tenancy was 02 August 2015. She said that this was the basis on which the landlord's representatives calculated the Part 4 and Further Part 4 tenancies, as from 02 August 2015 firstly (adding 4 years) to 02 August 2019, and then adding 6 years from 02 August 2019 to 02 August 2025. She said that the notice of termination was posted to the tenant at the temporary address on 19 December 2024 and sent to the RTB on the same date and the termination date on her calculation therefore fell outside of the further Part 4 tenancy on her calculations.

The Landlord's representative referred to the notice of termination and the requirement that where a notice of termination is valid on its face but if there are undisclosed facts which could render it invalid, she said there is an onus on the tenant to challenge the termination

notice within the 90 days timeframe or to inform the party serving the notice as promptly as possible. She said the tenant did not dispute the notice until during these proceedings. She said that fourteen months had passed since the termination notice was served. She said that at the Adjudication, the tenant did not know when the tenancy started.

In response to Tribunal questions, the landlord's representative accepted that a landlord cannot enforce an invalid notice of termination, but she also said that there was ample opportunity for the tenant to contact her with the correct information in relation to the start state of the tenancy. She said the landlord was never informed of the correct fact. She said that the tenant was offered other accommodation but refused it.

Cross-examination by the tenant's representative

The tenant's representative asked the landlord's representative if she accepted the tenancy started on 02 August 2013, the landlord's representative said that she did.

6. Matters agreed between the parties:

1. The address of the dwelling is Apartment 9, Harbour House, Dublin 8, D08 F765.
2. The monthly rent was €1,610 at the date of the hearing.
3. A deposit was paid to the Landlord by the Tenant of €1,050.
4. Notice of termination was served by the Landlord's representative on the Tenant on 19 December, 2024 with the termination date of 2 August 2025.
5. The Tenant remains in occupation of the dwelling.

7. Findings and reasons:

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

Finding 1:

The Notice of Termination served by the Applicant Landlord on the Respondent Tenant, with a date of service of 19 December 2024, is invalid.

Reasons:

Neither party disputed that the tenancy of Apartment 9 Harbour House continued after the fire in October 2023, despite the Tenant moving to alternative accommodation as the Tenant gave evidence that she paid part of the rent and also HAP payments continued. The Landlord's evidence was that it was never intended to create a new tenancy at the alternative accommodation. In relation to whether the tenancy agreement was frustrated by the unexpected event – the fire in October 2023 – outside of the control of both parties, the

Landlord accepted that was a separate argument which had not been made. The Tribunal accepts that the tenancy survived the October 2023 fire and that the Tenant's tenancy continued in the dwelling when the notice of termination was served on 19 December 2024.

The main issue of the appeal was the calculation of Part 4 and further Part 4 tenancies based on the date the tenancy started. The Tenant's evidence that it started on 02 August 2013 is supported by several documents as set out in her evidence – the date on the lease, the RTB registration letter, the changed address on the Tenant's bank account, Airtricity account and emails – all these documents indicate that the tenancy started on 02 August 2013. The Landlord accepted in her evidence that 02 August 2013 was the start date.

As for the reason given for terminating the tenancy. the Notice of Termination served on 19 December 2024 stated that “The reason for the termination of the tenancy is due to the fact that the landlord is entitled to terminate the tenancy before a Further Part 4 tenancy cycle commences and by providing the minimum notice period applicable pursuant to the Residential Tenancies Acts 2004 to 2016”. The calculation of the Part 4 tenancies is therefore crucial to the validity of the termination notice.

Section 34(b) provided that apart from the 6 grounds for termination in the Section 34 Table, there is one other instance where a landlord can terminate a Part 4 tenancy. For tenancies that commenced before 11 June 2022, a landlord can (without relying on grounds in the Section 34 Table), terminate a tenancy to prevent a further Part 4 tenancy starting. Although Section 34 (b) has since been repealed, transitional provisions in the Residential Tenancies (Amendment) Act 2021 mean that a landlord still can terminate a tenancy without relying on the Section 34 grounds to serve a termination notice before the end of the current Part 4 cycle. The tenancy then continues until the termination date in the notice.

To terminate a tenancy at the end of a Part 4 or a further Part 4, the notice of termination must be served during the term of the tenancy, and it must:

1. Comply with Section 62 requirements.
2. State the reason why the tenancy is being terminated (the reason does not have to be one of the six reasons out in the table to section 34).
3. Give the period of notice required by section 66.
4. And the notice period must expire on or after the end of the Part 4 or further Part 4 tenancy

The Tribunal notes the cumulative evidence submitted by the Appellant Tenant that her tenancy commenced on 02 August 2013 and finds that this is the correct date for the start of the tenancy. Once the Tenant had been in continuous occupation of the dwelling for a period of six months, she acquired a Part 4 tenancy. The Tenant enjoyed security of tenure for a period of four years and successive periods of 4 years until the legislation changed to 6 years (Planning and Development (Housing) and Residential Tenancies Act 2016). From 02 August 2017, the duration of a Part 4 tenancy was 6 years, therefore the 02 August 2017 plus 6 years means that a Part 4 tenancy expired on 02 August 2023 when a further Part 4 tenancy started which now continues until 01 August 2029.

This means that the notice of termination served by the Respondent Landlord on the Appellant Tenant on 19 December 2024 has been served during the course of the current Part 4 tenancy but the date for vacation of the tenancy dwelling falls within the current Part 4

period, and not on or after the end of the further Part 4 tenancy as required by the legislation. The Tribunal finds that the notice of termination is invalid

8. Determination:

Tribunal reference TR0001261

In the matter of Eva Greca (Appellant Tenant) and Jersia Ltd (Respondent Landlord) the Tribunal in accordance with section 121 of the Residential Tenancies Act 2004 as amended, determines that:

In the matter of Eva Greca [Appellant Tenant] and Jersia Limited [Respondent Landlord], the Residential Tenancies Board, in accordance with Section 97 of the Residential Tenancies Act, 2004, as amended, determines that:

1. The Notice of Termination with a date of service of 19 December 2024 served by the Respondent Landlord on the Appellant Tenant, in respect of the tenancy of the dwelling at Apartment 9, Harbour House, 11/12 Bond Street, Dublin 8 D08 F765, is invalid.

The Tribunal hereby notifies the Residential Tenancies Board of this Determination made on 3 March 2026

Signed:



Maureen Cronin

Chairperson

For and on behalf of the Tribunal.