Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: TR0001220 / Case Reference: DR0001894

Applicant Tenant(s):	David Hobbs
Respondent Landlord(s):	Paschal Bergin
Address of rented dwelling:	42 Bayview, Killea Road, Dunmore East, Waterford, X91FR64
Tribunal:	Andrew Nugent (Chairperson) John Keaney, Maureen Cronin
Venue:	Virtual
Date & time of hearing:	30/04/2026 at 10:30:00
Attendees:	For the Applicant: David Hobbs (Applicant Tenant) Orla McBride (Applicant Tenant's witness) For the Respondent: Paschal Bergin (Respondent Landlord) Shirley Bergin (Respondent Landlord's witness)

1. Background:

On 9 July 2025 the Tenant made an application to the Residential Tenancies Board ("the RTB") pursuant to Section 76 of the Residential Tenancies Act. 2004 (as amended)("the Act"). Following an unsuccessful attempt to reach an agreement through Mediation, the Applicant Tenant applied to have the dispute referred to the Tribunal pursuant to Section 96(6) of the Act.

The RTB constituted a Tenancy Tribunal and appointed Andrew Nugent, Maureen Cronin and John Keaney as Tribunal members pursuant to Sections 102 and 103 of the Act and appointed Andrew Nugent to be the chairperson of the Tribunal ("the Chairperson").

On 24 March 2026 the Parties were notified of the constitution of the Tribunal and were provided with details of the date, time and log-in details set for the hearing.

On 30 April 2026 the Tribunal convened a virtual Tribunal hearing via Microsoft Teams.

2. Documents submitted prior to the hearing included:

(i) RTB case files.

3. Documents submitted at the hearing included:

Not applicable.

4. Procedure:

The Chairperson asked the Parties present 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 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 Applicant would be invited to present his case first; that there would be an opportunity for cross-examination by the Respondent; that the Respondent would then be invited to present his case, and that there would be an opportunity for cross-examination by the Applicant. The Chairperson explained that following this, the 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 he 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 imprisonment for up to six months 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.

The Chairperson asked were there any queries on the procedures, there were no queries.

The Parties were afforded an opportunity to attempt to reach a compromise in respect of the issues in dispute. This opportunity was declined and accordingly the Parties giving evidence took the affirmation and the hearing commenced.

5. Verbal Submissions:

The below submissions are not a complete transcript of the evidence given by the Parties but rather a summary of the relevant evidence proffered. The submissions set-out hereinbelow should be read in conjunction with the various casefiles submitted by the Parties in respect of this case.

Applicant Tenant's Case:

Evidence of Mr. David Hobbs

Mr. Hobbs, the Applicant Tenant, gave evidence that the tenancy had started in September 2024. He said that the Respondent Landlord's agent, Mr. Guy Palmer, had shown himself and his partner around the dwelling and he had informed them that the Respondent Landlord required the security deposit of €1,500 to be paid in cash. The Applicant Tenant stated that the dwelling was dirty when they had moved in and that an email had been sent to Mr. Palmer complaining about the condition of the dwelling. He said that Mr. Palmer and replied and had informed him to deal directly with the Respondent Landlord.

The Applicant Tenant gave evidence that, during the course of the tenancy, a heating failure had occurred in the dwelling in December 2024 and that the Applicant Tenant had been without heat for a period of one week. He also said that the washing machine had broken down over Christmas 2024 and, having been informed of this failure, the Respondent Landlord had replied with a nasty text message. The Applicant Tenant gave evidence that the Respondent Landlord had reluctantly replaced the washing machine. He also said that a leak had occurred in the kitchen sink in November 2024 and that, having reported this issue to the Respondent Landlord, the Respondent Landlord had suggested that he should have fixed the said issue himself.

The Applicant Tenant gave evidence that on leaving the dwelling a cleaner had been hired and that the dwelling had been left clean. He said that he had been involved in a serious car accident on the day after leaving the dwelling and that he had sent the Respondent Landlord a text message informing him that the keys to the dwelling had been left under the mat. He said that no response was received to this message and that he had sent a further text message to the Respondent Landlord one week after vacating the dwelling. The Applicant Tenant gave evidence that the

Respondent Landlord had replied and had refused to return the deposit on account of various items which he alleged had been damaged by the Applicant Tenant.

In responding to the specific allegations of damage made by the Respondent Landlord, the Applicant Tenant gave evidence that there was no dog hairs or urine in the dwelling as the dog in question was a small Jack Russell and was house trained. He said that the bedroom door was old and was in the same condition at the start of the tenancy. He also said that he didn't know anything about the alleged damage to the kitchen table and that it was not caused by his dog as he had a cage for the dog which he used when he left the dwelling. The Applicant Tenant gave evidence that there was no agreement to fill the oil tank and that the level of oil in the tank was very low at the start of the tenancy. He said that the mat had never been used and had been put in a safe place at the start of the tenancy. He also said that the steam cleaning of the bed and soft furnishings had nothing to do with his dog.

The Applicant Tenant stated that he and his partner had kept the dwelling in great condition during the tenancy. He said that the cleaner who they had hired carried out a deep clean of the dwelling and that the dwelling was left in an immaculate condition at the end of the tenancy. The Applicant Tenant also stated that no issues with the condition of the dwelling had been raised at the six-month inspection which had been carried out in March or April 2025.

Evidence of Ms. Orla McBride

Ms. McBride gave evidence that, at the start of the tenancy, the dwelling was let in an unsuitable condition which was not acceptable and that a deep clean was required. She said that an email had been sent to the Respondent Landlord's agent, Mr. Palmer, complaining about the condition of the dwelling. She also said that at this stage all communications had been with Mr. Palmer and not the Respondent Landlord and that she had been informed that all future communications were to be sent directly to the Respondent Landlord. Ms. McBride said that the Parties had experienced a lot of stress as a result of the issues with the Respondent Landlord.

Closing Submissions

By way of closing submissions, it was stated that the Applicant Tenant and Ms. McBride had been expecting their first child and that the situation had been very stressful. It was further submitted that, as the Applicant Tenant and Ms. McBride had required a property immediately, the poor condition of the dwelling wasn't apparent to them until they had moved in.

Respondent Landlord's case:

Evidence of Mr. Paschal Bergin

Mr. Bergin, the Respondent Landlord, stated that no issues had been raised by the Applicant Tenant with the condition of dwelling during an inspection of the dwelling which had taken place before the dwelling had been let.

The Respondent Landlord referred the Tribunal to photographs submitted prior to the hearing which he said showed the state that the dwelling had been left in when the tenancy had finished. He stated that the Applicant Tenant's deposit was being retained on account of the condition that the dwelling had been left in and arising from the damage caused to the dwelling and by virtue of no oil having been left in the oil tank. The Respondent Landlord gave evidence that, during the course of the tenancy, it had been difficult to arrange an inspection of the dwelling and that, when an inspection had been agreed, he couldn't access certain rooms in the dwelling as excuses such as Covid19 had been raised.

In relation to the specific alleged issues with the dwelling, the Respondent Landlord gave the following evidence:

- The dwelling required a deep clean as it appeared, as per the photographs submitted, that the Applicant Tenant had just walked out without doing any cleaning. He said that there were dog hairs and dog urine throughout the dwelling and that it had taken him and his wife two weeks to clean the dwelling. The Respondent Landlord stated that it would have cost €800 if he had engaged someone to clean the dwelling.
- The bedroom door required repair and had to be sanded down and painted as it looked like someone had tried to praise it open. The Respondent Landlord stated that the said repairs cost €90.
- The kitchen table had been damaged and had to be sanded down and painted as it looked as if someone had, as per the photographs submitted, left a hot pot on it. The Respondent Landlord stated that the said repairs cost €100.
- The oil tank had been left empty and that, despite agreement with the Applicant Tenant at the start of the tenancy, the oil had not been brought up to the agreed level. The Respondent Landlord stated that the cost of refilling the oil to the agreed level was €300.
- The mat was soiled, as per the photographs submitted, with dog urine and other stains. The Respondent Landlord stated that the cost of replacing the mat was €300.
- Steam cleaning of the bed and soft furnishings was required as dog hairs and urine were present throughout the dwelling. The Respondent Landlord stated that the cost of the steam cleaning was €200.

The Respondent Landlord gave evidence that no inspection of the dwelling had taken place at the end of the tenancy as the Applicant Tenant had left the dwelling and had placed the key under the mat. He said that he had not responded to the Applicant Tenant's original text message as he was disgusted with the condition that the dwelling had been left in. He said however that, a couple of days later, he set-out in a text message sent to the Applicant Tenant the reasons why he had retained the security deposit.

Evidence of Mrs. Shirley Bergin

Mrs. Bergin gave evidence that the Applicant Tenant and Ms. McBride wished to rent the dwelling as Ms. McBride was pregnant. She said that the dwelling had previously been used as a holiday home let and that the condition of the dwelling was immaculate when the Applicant Tenant and Ms. McBride had moved in. She said that the Applicant Tenant and Ms. McBride had inspected the dwelling and that they had been happy to let the dwelling. Mrs. Bergin stated there was nothing underhand with the fact that Mr. Palmer had sought the payment of the security deposit in cash.

Mrs. Bergin said that the Respondent Landlord had been assured that the Applicant Tenant's dog was house trained but that this hadn't been the case. Mrs. Bergin gave evidence that the Applicant Tenant had caused damage to the door and table in the dwelling and that it had two weeks for them to clean the dwelling after the Applicant Tenant left. She also said that painting in the dwelling was required but that no claim was being made in this regard as allowance were made for normal wear and tear.

Closing submissions

By way of closing submissions, it was stated that the photographs submitted in advance of the hearing spoke for themselves.

6. Matters agreed between the parties:

(i) The tenancy originally commenced on 27 September 2024.

(ii) The tenancy terminated on 23 June 2025.

(iii) The rent in respect of the tenancy was €1,500 per month.

(iv) A security deposit of €1,500 was paid at the start of the tenancy and is retained by the Respondent Landlord.

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.

7.1 Finding: The Tribunal finds that the Respondent Landlord was unjustified in retaining the total security deposit of €1,500 paid by the Applicant Tenant at the commencement of the tenancy of the dwelling at 42 Bayview, Killea Road, Dunmore East, Waterford, X91 FR64, and accordingly the Tribunal finds that the Respondent Landlord shall return the sum of €1,500 to the Applicant Tenant.

Reasons:

1. Section 12(1)(d) of the Act puts an onus on a Landlord to return a deposit to a Tenant promptly. Section 12(4) of the Act sets out three circumstances under which a deposit (or part of a deposit) may be retained: (i) where there are rent arrears; (ii) where there has been damage in excess of normal wear and tear, and; (iii) where charges payable under the lease or tenancy agreement are outstanding.

2. The onus is on a Landlord to evidence fully why one of the exceptions to the prompt repayment of the deposit is fulfilled.

3. In this case, the Applicant Tenant sought the return of the security deposit of €1,500 paid to the Respondent Landlord at the commencement of the tenancy. In summary, the evidence given in support of this claim was that a deep clean had taken place of the dwelling prior to the Applicant Tenant and his partner leaving the dwelling and that the condition of the dwelling was perfect. It was also argued that the condition of the dwelling at the commencement of the tenancy had been poor and that complaints had been made by the Applicant Tenant and his partner in regard. In reply, in summary, the Respondent Landlord submitted that the security deposit had been retained because of the condition that the dwelling had been left in at the end of the tenancy; because of the damage caused to certain items in the dwelling, and; because an agreement to refill the oil tank had not been honoured. In respect of the claims made, the Respondent Landlord gave a breakdown of the items of damage allegedly caused and referred the Tribunal to photographs which he said had been taken of the dwelling after the Applicant Tenant had left the dwelling and when the tenancy had ended.

4. In determining the issues in dispute and in making the finding set-out hereinbelow, the Tribunal has considered the evidence given by the Parties and the documentation submitted by the Parties in advance of the hearing. Specifically, and as referenced and relied upon by the Respondent Landlord, the Tribunal has considered the photographs which the Respondent Landlord submitted showed the condition of the dwelling at the end of the tenancy. In respect of the evidence given by the Parties the Tribunal notes that there was a dispute in respect of the condition of the dwelling at the end of the tenancy and that there also a contrast in the evidence given in respect of the condition of the dwelling when it was initially let to the Applicant Tenant. No photographs were submitted showing the condition of the dwelling at the start of the tenancy. If such photographs had

been submitted the Tribunal would have been in a position to compare the condition of the dwelling at the start of the tenancy to the condition at the end of the tenancy. This would have been especially relevant and helpful in this case arising from the respective Parties' diametrically opposed evidence on this point. Additionally, the Respondent Landlord claimed that various items in the dwelling had been damaged and that certain costs had been incurred for the repair of same. In this regard, no vouching documentation by way of receipts were submitted evidencing that any such repairs works had been carried out. Furthermore, the Respondent Landlord submitted that an agreement had been reached between the Parties in respect of the refilling of the oil tank. This agreement was denied by the Applicant Tenant. Whilst a portion of the lease agreed between the Parties was submitted prior to the hearing, no reference is made therein, or in any other document submitted, to the alleged agreement.

5. Therefore, having considered the oral evidence given and having regard to the documentation furnished in advance of the hearing, the Tribunal finds that, on the balance of probabilities, the Respondent Landlord was unjustified in retaining the security deposit of €1,500 paid by the Applicant Tenant at the commencement of his tenancy. As stated above, the onus is on the Landlord to prove why he was justified in the retention of the security deposit and in this case, on balance, the Tribunal is not satisfied that sufficient evidence was presented which may have justified the retention of the said security deposit. Specifically, the Tribunal is not satisfied that the Respondent Landlord proved that the condition of the dwelling was immaculate, as was alleged, at the commencement of the tenancy, and therefore the Tribunal is not satisfied that the Respondent Landlord proved that there was a deterioration in the condition of the tenancy during the course of the tenancy. Furthermore, the Tribunal is not satisfied that sufficient evidence was provided proving the losses allegedly incurred by the Respondent Landlord in repairing items which had been allegedly damaged during the course of the tenancy and which formed the partial basis on which the security deposit was retained. Lastly, the Tribunal is not satisfied that sufficient evidence was produced evidencing the alleged agreement to refill the oil tank and which formed the partial basis on which the security deposit was retained.

6. Accordingly, the Tribunal finds that the Applicant Tenant is entitled to the return of the security deposit paid in the sum of €1,500 and the Tribunal directs the Respondent Landlord to pay the said sum within a period of 21 days.

8. Determination:

Tribunal reference TR0001220

In the matter of David Hobbs, Applicant Tenant, and Paschal Bergin, Respondent Landlord, the Tribunal, in accordance with Section 108(1) of the Residential Tenancies Act, 2004, determines that:

(i) The Respondent Landlord shall pay the total sum of €1,500.00 to the Applicant Tenant, within a period of 21 days of the date of issue of the Order. This sum represents the unjustifiably retained security deposit of €1,500 in respect of the dwelling at 42 Bayview, Killea Road, Dunmore East, Waterford, X91 FR64.



Andrew Nugent, Chairperson

For and on behalf of the Tribunal