

**Residential Tenancies Board**

**RESIDENTIAL TENANCIES ACT 2004**

**Report of Case Reference: TR0001347 / Case Reference: DR0001055**

|                                    |                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Appellant Tenant(s):</b>        | Myles Bryan                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Respondent Landlord(s):</b>     | Focus Housing Association CLG                                                                                                                                                                                                                                                                                                                                                |
| <b>Address of rented dwelling:</b> | Apartment 24, River Gardens ,<br>Glasnevin Hill, Dublin 9, Dublin,<br>D09PX81                                                                                                                                                                                                                                                                                                |
| <b>Tribunal:</b>                   | Hugh Markey (Chairperson)<br>John Keane, Dervla Quinn                                                                                                                                                                                                                                                                                                                        |
| <b>Venue:</b>                      | Virtual                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Date &amp; time of hearing:</b> | 28/04/2026 14:30:00                                                                                                                                                                                                                                                                                                                                                          |
| <b>Attendees:</b>                  | For the Appellant Tenant: Myles<br>Bryan, For the Respondent<br>Landlord: Janine Cody, Head of<br>Housing, Focus Housing<br>Association CLG Kevin White,<br>Dublin Housing Manager, Focus<br>Housing Association CLG Sarah<br>Njagi, Housing Officer, Focus<br>Housing Association CLG John<br>Copeland. OCPM, OMC<br>Property Managers and<br>Respondent Landlord's Witness |

**1. Background:**

Adjudication dispute application made by the landlord on 14/03/2025.

**2. Documents submitted prior to the hearing included:**

3 DR Case Files, 2 TR Case Files and adjudication Report

### **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 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. In particular, he outlined that the Tribunal was a formal procedure but that it would be held in as informal a manner as was possible. He stated that the Appellant's evidence would be heard first, and that the Respondent could cross examine this evidence if they wished. He said that the Respondent could then present their evidence, and this could be cross examined by the Appellant. Following this the parties would be given an opportunity to sum up their case.

The Chairperson stressed that all evidence would be taken by way of affirmation and be recorded by the official recording technician present, and he also advised the parties that this was the only recording of the proceedings which was permissible. 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 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 could be appealed to the High Court on a point of law only.

The parties giving evidence then took the affirmation.

## 5. Verbal Submissions

### Preliminary Matter

The Chairperson advised the Appellant Tenant that matters raised in his appeal were not properly before the Tribunal as they had not been part of the original adjudication.

**Appellant Tenant's Evidence:** Mr. Bryan began by stating that he wanted to clarify a number of matters. He said that he had not been incarcerated as had been suggested at the adjudication, that when the notice of termination was served that he had moved out of the Dwelling but had retained the keys; he had asked the Landlord for the rent to be stopped, but they wouldn't for as long as he had keys. He said that he had missed the adjudication but that he had not been incarcerated at the time. He had never been. He went on to say that he accepted the Landlord's allegations. A female had been assaulted and ended up in hospital as he also had. These were guests of his who had been drinking in the Dwelling when the female guest tried to jump over the balcony. He had tried to prevent this; his neighbours had reported the incident but he himself had been assaulted. He had been arrested and brought to Ballymun Garda station and subsequently to hospital. He answered in the affirmative when asked as to whether the assault took place in the Dwelling. He accepted full responsibility for the guest's behaviour, he had been on bail. He went on to say that there was no justification, but he had not been in the right frame of mind at the time.

As regards the damage to the property due to dogs, he said the leak couldn't be found. He asked his support worker for a copy of the survey of the damage, but he never received this. He outlined how his housing/support officer disappeared and he only heard that a new person had been appointed after there had been a noise complaint. He went on to say that he had been left alone and the Landlord had tried to charge him €4,500 in respect of the damages (to the floor). He didn't get any help or support. He explained that he had a difficult upbringing and background. When questioned as to the damage to the floor and the floor lifting, he said as regards the 'supposed' leak that the floorboards had been lifted but they could not find a leak.

The Tribunal asked him about the allegations set out in the warning letter served by the Landlord dated 18 September 2024 which he accepted as being valid but suggested there was one false report and that was in relation to taking over the common areas. He had asked for a transfer as he was on a last warning and was worried about another 'false report'. He accepted that the warning letter itemised loud music, this was on the 14th August 2024 and on the 13th of September 2024, the incident with the female. He accepted some of this behavior took place in the common area. He explained that the female was his then girlfriend and she was a regular visitor to the dwelling. This was the first occasion at which there had been an assault. He also accepted that he had been involved in the robbery of a local shop. He told the Tribunal that he was not in a right frame of mind at that time.

When asked what he wanted from the Tribunal, he stated that he wished to come back to the dwelling, that he had been couch surfing while continuing to pay rent in respect of the Dwelling. He didn't want to be evicted or to hand over the keys. When asked as to when he had temporarily vacated the dwelling, he was uncertain but suggested that it was sometime after the robbery of the local shop, and he thought he had returned in July or August 2025.

### **Cross examination of the Tenant.**

Mr. White asked the witnesses as to whether he had two dogs in the Dwelling to which he responded that he had.

Ms. Cody asked as to whether he had informed anybody in the landlord's organisation to the fact he had moved out and requesting that the rent be stopped, he responded by saying that he was uncertain, that he had been checking his messages.

### **Evidence of Mr. John Copeland, Witness for the Respondent Landlord**

This gentleman explained that he was employed by the managing agents for the owner management company (OMC) during the time leading up to the warning notice and notice of termination. He said that the initial complaints were regarding the dogs, and this was shortly after Mr. Bryan took up occupation in 2022. He explained that in June 2023 he had inspected the dwelling with a representative from the landlord and found that the tenant was breeding puppies in the dwelling. He said there was dog feces visible and urine seeping through the floor to the flat below. He understood that these were dangerous breeds and the ISPCA had removed the dogs.

He said that in September 2024 there had been a serious incident at the Dwelling. There was a lady dangling off the balcony and the guards had attended. There had been a violent argument with blood in various areas of the common areas. There have been various ongoing noise and other anti-social behaviour including attempts to access the front hallway of the block.

On 7th August 2024 there had been a noise complaint about speakers being played at full volume. During September 2024 there had been a lot of partying etc. and noise complaints emanating from same. He explained how the local shop had been robbed at knife point in October 2024 and the Tenant had been witnessed returning to the building after which he had not been seen for several months. He said there was a general pattern of behaviour with the loud music, dog breeding and violence.

### **Cross examination of Mr. Copeland.**

There were no questions of the witness.

### **Evidence of Mr. Kevin White – Respondent Landlord's Witness**

Mr. White began by noting that the Tenant had not denied any of the issues raised the landlord was seeking vacant to possession of the Dwelling.

He said there was no record of the Tenant communicating with the Landlord seeking to have the rent stopped during the period of vacation, he had wanted to keep the keys but not pay rent. His colleague had written to the tenant on the 25th August 2025 [page 72, Tribunal Case File (TCF) 2] noting that he was over holding and there continued to be an issue with the dogs which were of a restricted breed. She received a response by text message to the effect that he was still paying rent. In response to a query from the Tribunal as to whether the dog belonged to a restricted breed, he answered by saying that one of the dogs did.

In response to a query from the Tribunal, Mr. White confirmed that the notice of termination had been served by a named predecessor from the landlord's organisation – this is at page 25 of TCF 1 and delivered by hand to the dwelling, with a copy sent to the RTB e-mail on the same day.

### **Cross Examination of Mr. White**

There were no questions asked of the witness.

### **Closing Submissions**

#### **Appellant Tenant**

In closing, Mr Bryan noted there had been several false reports regarding his actions including his supposed incarceration. He accepted that there had been anti-social behaviour on his part.

#### **Respondent Landlord**

Mr. White. On behalf of the Respondent Landlord noted the Appellant Tenant accepted that there had been anti-social behaviour. He said that the notices have been served correctly and the Landlord wanted vacant possession and the keys returned.

### **6. Matters agreed between the parties:**

1. The address of the dwelling is 24 River Gardens, Glasnevin Hill, Dublin DO9 PX81
2. The tenancy began on 1<sup>st</sup> February 2022.
3. Warning notices had been served on the Tenant on 26<sup>th</sup> June 2023 (banned dogs and 18<sup>th</sup> September 2024 (anti-social behaviour)
4. A notice of termination, on the basis of anti-social behaviour, with a termination date of 12<sup>th</sup> December 2024 was served on the Tenant on 13<sup>th</sup> November 2024.
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 to it by the Parties, the Tribunal's finding, and reasons therefor, are set out hereunder.

**Finding:** The Tribunal find that the Notice of Termination served on the Appellant Tenant on 13<sup>th</sup> November 2024 with a termination date of 12<sup>th</sup> December 2024 is valid.

**Reasons:** Section 16(h) of the Residential Tenancies Act 2004, as amended, states:

*'In addition to the obligations arising by or under any other enactment, a tenant of a dwelling shall— (h) not behave within the dwelling, or in the vicinity of it, in a way that is anti-social or allow other occupiers of, or visitors to, the dwelling to behave within it, or in the vicinity of it, in such a way.'*

Section 17 (1) defines anti-social behaviour as follows:

*'(a) engage in behaviour that constitutes the commission of an offence, being an offence the commission of which is reasonably likely to affect directly the well-being or welfare of others.*

*(b) engage in behaviour that causes or could cause fear, danger, injury, damage or loss to any person living, working or otherwise lawfully in the dwelling concerned or its vicinity and, without prejudice to the generality of the foregoing, includes violence, intimidation, coercion, harassment or obstruction of, or threats to, any such person.*

*(c) engage, persistently, in behaviour that prevents or interferes with the peaceful occupation—*

*(i) by any other person residing in the dwelling concerned, of that dwelling,*

*(ii) by any person residing in any other dwelling contained in the property containing the dwelling concerned, of that other dwelling, or*

*(iii) by any person residing in a dwelling ("neighbourhood dwelling") in the vicinity of the dwelling or the property containing the dwelling concerned, of that neighbourhood dwelling.'*

*Where the alleged ground for termination is that anti-social behaviour in categories (a) or (b) has occurred, section 67(2) of the 2004 Act provides that the minimum notice to be given is 7 days. By way of contrast a 28-day notice is required where the alleged anti-social behaviour is in category (c). The shorter 7-day notice period reflects the serious nature of the anti-social behaviour concerned and the need for a landlord to take swift action to deal with serious and dangerous situations. This is reflected by Simons J. in *Iyiba v The Residential Tenancies Board* [2023] IEHC 491 where he stated as follows at paragraph 12:*

*"If the behaviour of a tenant falls within paragraph (a) or (b) of the above definition, then this is treated as an "excepted basis for termination". The tenancy can be terminated on seven days' notice and without affording the tenant an opportunity to remedy the breach of their obligations. If, conversely, the behaviour falls within paragraph (c) above, then the tenant must be served with a written notice by the landlord identifying the failure to comply with their obligation in respect of anti-social behaviour, and stating that the landlord is entitled to terminate the tenancy if the failure is not remedied within a reasonable time specified in that notification."*

In this case the Landlord issued a warning notice to the Tenant on 18<sup>th</sup> September 2024 when the Landlord became aware of various complaints of anti-social behaviour made to the management company and directly by residents of the complex. These included complaints about drunkenness, violence, fighting, loud and abusive shouting, banging, items being smashed on the floor and a female trying to escape from an upper floor window only to be pulled back by a male occupant. During this latter incident guards were called. This was on the 13<sup>th</sup> September 2024 (TCF 2 p 23). The complaint related to the use of the communal area which, it was alleged, was taken over by the tenant. The tenant accepted responsibility for the anti-social behaviour but denied that he was responsible for taking over the communal area.

The Landlord allowed the tenant a period of 90 days to remedy the behaviour.

The Tenant did not remedy his behaviour and on 13<sup>th</sup> November 2024, the Landlord served a notice of termination with an expiry date of 12<sup>th</sup> December 2024 and also served it by email on the RTB on the same day. The reason stated for the notice of termination was due to the ongoing anti-social behaviour for which the tenant had already been warned. It was noted on the Notice of Termination that the latest complaints related to an instance involving the use of a weapon and with which the gardai were involved. The Tenant accepted that he had been involved in the robbery of a local shop. Mr White gave evidence that this happened in October 2024 which was after the Warning Notice was served on the 18<sup>th</sup> September 2024.

The Tribunal is satisfied that the behaviour complained of and the responsibility for which was accepted by the Appellant tenant was such as to constitute anti-social behavior within the meaning of section 17 of the Act. It is also satisfied that the correct procedures were adopted by the Landlord in the service of the warning notices and the notice of termination.

The Notice of Termination is valid.

Given that the tenant has been on notice of the termination of the tenancy since November 2024, the Tribunal determines that 21 days is sufficient time within which the Appellant Tenant should vacate and give up vacant possession of the dwelling.

## **8. Determination:**

**Tribunal reference TR0001347**

In the matter of Myles Bryan [Appellant Tenant] and Focus Housing Association CLG [Respondent Landlord] the Tribunal, in accordance with section 108(1) of the Residential Tenancies Act 2004, determines that:

1. The Notice of Termination with a date of service of 13<sup>th</sup> November 2024 and a termination date of the 12<sup>th</sup> December 2024, in respect of the tenancy of the dwelling at 24 River Gardens, Glasnevin Hill, Dublin DO9 PX81, is valid.
2. The Appellant Tenant and all occupants shall vacate and give up vacant possession of the dwelling within 21 days of the issue of this Determination Order.

The Tribunal hereby notifies the Residential Tenancies Board of this Determination made on the 28<sup>th</sup> April 2026.

**Signed:**



---

**Hugh Markey**

**Chairperson**

For and on behalf of the Tribunal.