Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: TR0001367 / Case Reference: DR0002117

Appellant Tenant(s):	Ewelina Cyfer
Respondent Landlord(s):	Mairead Bacon
Address of rented dwelling:	110 Cannon Street, Waterford, X91 YXA3
Tribunal:	Dairine MacFadden (Chairperson) Brian Murray, Michael Valleley
Venue:	Virtual
Date & time of hearing:	24/02/2026 14:30:00
Attendees:	For the Appellant/Respondent Tenant ("the Tenant"): Ewelina Cyfer For the Appellant/Respondent Landlord ("the Landlord"): Mairead Bacon

1. Background:

Mediation application.

2. Documents submitted prior to the hearing included:

See under Procedures.

3. Documents submitted at the hearing included:

None.

4. Procedure:

The Chairperson asked the participating parties to identify themselves and to identify in what capacity they were taking part in the Tribunal.

The Chairperson asked the parties to confirm that they had received the relevant papers from the RTB in relation to the case, Mediation Case File 1, 7 pages ("MCF1), Mediation Case File 2, 4 pages, ("MCF2"), Mediation Case File 3, 3 pages ("MCF3), Mediation Case File 4, 9 pages ("MCF4), Mediation Case File 5, 8 pages ("MCF5), Tribunal Case File1, 10 pages (TCF1), Tribunal Case File 2, 3 pages (TCF2), Tribunal Case File 3, 9 pages (TCF3), Tribunal Case File 4, 3 pages (TCF4), Tribunal Case File 5, 92 pages (TCF5), Tribunal Case File 6, 91 pages (TCF6), Tribunal Case File 7, 21 pages (TCF7), Tribunal Case File 8, 52 pages (TCF8), Tribunal Case File 9, 18 pages (TCF9). The Chairperson stated that an additional Tribunal Case File 10 had been received from the Tenant which the Case Officer had advised had in fact been evidence submitted by the Landlord in one of the

previous disputes between the parties since withdrawn by the Tenant or the subject of a separate adjudication hearing which had recently been adjourned by the Adjudicator on the grounds that the same issues were before this Tribunal. The Chairperson said that this case file had only been brought to the attention of the Tribunal shortly before the hearing was to commence and had not been circulated to the Landlord. The Chairperson stated that there appeared to be considerable duplication in the evidence submitted but if in the course of giving her evidence there was anything in that case file that the Tenant wishes to refer to that the Tribunal would deal with this evidence at that point.

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 Tenant, being the first party to appeal, would be invited to present her case first; that there would be an opportunity for cross-examination by the Landlord; that the Landlord would then be invited to present her case and that there would be an opportunity for cross-examination by the Tenant. The Chairperson said that members of the Tribunal might ask questions of both Parties from time to time. The Chairperson explained that following this, both parties would be given an opportunity to make a final submission.

She stressed that all evidence would be on affirmation and recorded by a recording technician, 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 up to €4,000 or up to 6 months imprisonment or both.

She said that following the hearing, the Board would make a Determination Order which would be issued to the parties and that it was the practice of the RTB to publish reports of hearings and determination orders on its website. She explained that the hearing before the Tribunal was a de novo hearing and a final hearing as to matters of fact and that a Determination Order made by the RTB could be appealed to the High Court on a point of law only.

The Chairperson outlined the issues which were before the Tribunal. She also outlined the issues the Tribunal would not be dealing with as follows:

1. Alleged failure of the Landlord to accept HAP. The Tenant had already lodged a complaint with the Workplace Relations Commission who dealt with alleged failure to accept HAP.
2. Breaches of alleged confidentiality. These were matters for the Data Protection Commission.
3. Alleged failure to register or delays in registering the dwelling with the RTB. These were issues which the RTB dealt with, and the Tribunal had no functions under the Act in relation to same.
4. Tax matters. These were matters for the Revenue Commissioners.

The Chairperson stated that the Tribunal would be willing to consider a short adjournment for the purpose of allowing the parties, should they so wish, to enter without prejudice negotiations to try to reach a consent settlement of their dispute.

5. Verbal Submissions:

Tenant's evidence

In relation to the Notice of Termination served on the grounds of refurbishment, Ms. Cyfer said that she did not regard the letter from the architect attached to the Notice of Termination as a certificate conforming with the requirements in the Act. She submitted that what was set out in that letter was only the opinion of the Architect and it did not actually state that the dwelling had to be vacated. Further, there had been no inspection of the dwelling carried out by that architect, and he was not in

a position to know what was required. She also said that no information had been given in the Notice or document from the architect as to what would be done, but it was rather a statement of what could be done. The information in this Notice of Termination as regards what was to be done also contradicted information which had been given to her by the Landlord in January 2025 as regards minor repairs and painting required to the dwelling. The Landlord had failed to answer her email seeking further information as to the works to be done. She also submitted that there should be certificates from the other contractors who would be involved doing the work, such as electricians and plumbers. She referred to an earlier notice of termination on the grounds of refurbishment which had been served on her on 19 May 2025, which had been withdrawn by the Landlord as no certificate by a registered professional had been provided. She submitted that this showed that the Landlord did not really have any proper plans as to what was to be done. Further, she said that she had seen other notices of termination served on the grounds of refurbishment and that they contained much more detail than what had been set out in the Notice of Termination and accompanying document from the architect served on her.

On the Notice of Termination in relation to rent arrears, she accepted that as of 18 July 2025, there were rent arrears of €750. She could not remember if she had actually got the warning letter. She said that she started to pay off those arrears on 14 August 2025 by paying a sum of €10 per week after she had received a letter from the RTB advising her of receipt of the rent arrears warning letter. This was not an agreed sum with the Landlord. The €750 arrears had arisen because she had not paid the rent for June 2025. She accepted that on the date of service of the Notice of Termination for rent arrears, she had not paid off the arrears in full.

In relation to the breach of Landlord obligations:

She said that she was left without a working shower from 5 June 2025 to 16 July 2025, and thereafter there was only cold water running from it until 28 October 2025. She said that this was the only shower available to her in the dwelling. There was no alternative shower or no bath. She said that she had blocked the Landlord's telephone number at the end of May 2025 and unblocking her on the 5th of June 2025 when she notified her of the problem with the shower. She blocked her again at the end of July 2025 and this has remained blocked to date. She said that the Landlord’s husband attended on 16 July 2025 to fix the shower and when he was doing that work, she said that he had broken the heating pump and the boiler. The shower was fixed, but at that point there was no hot water, and they only had cold water. She notified the Landlord of this 18 July 2025. On 26 July 2025, a plumber had arrived and she said he was not in a position to fix either the shower or the heating and that he had informed the Landlord of what was required. She said that on 20 August 2025, the Landlord sent an email to her to say that they were waiting for the plumber to come back. On 16 September 2025, when the water was really cold, she sent an email to the Landlord, but the problem was not resolved and she was advised by third parties that she should report the matter to the Local Authority, which she did. She said that the issues were resolved two days before the Local Authority inspection on 29 October 2025.

In relation to mould, she said that there was a massive problem with mould in one of the bedrooms from the very beginning and she had been using electric heaters, but there was still dampness and her son suffered from asthma. Her belongings were all destroyed. She confirmed that she did turn on the oil-fired central heating. In relation to the cleaning of the chimney, while she accepted that this was done by the Landlord when it was brought to her attention, she said it was the Landlord's responsibility and that she should not have had to ask her to do this.

In relation to her claim as regards harassment, which she had outlined in the documents before the hearing, she said that she felt harassed because of the breach of standards on the Landlord's part and the invalid Notices of Terminations received, the HAP refusal, and the Landlord complaining that she had been attacking her, and that she was only doing what she had to do following advice that she got from third parties.

Landlord's evidence

In relation to the Notice of Termination on the grounds of refurbishment, Ms. Bacon said that at the time this was served, relations with the Tenant were very acrimonious and she was not able to get access to the dwelling. The Architect who was her brother-in-law, did a desk top analysis of the work required. He had already lived in the dwelling for two years before the Tenant moved in. He was also a conservation architect, and he was in a good position to advise what was required to be done to the dwelling.

She was asked by the Tribunal about the works listed at paragraphs five and six of the Notice of Termination in relation to floor repairs, kitchen repairs and upgrades, and it was put to her that SSEA Airtricity would not do that work. She agreed and said that those works would be separately contracted out. She said it was not appropriate to be trying to bring people into the dwelling and said she was blocked by the Tenant from communicating by text message and was also blocked for a period on email too. She said architects regularly do desktop valuations. She was asked by the Tribunal as to why she had not included the offer back in the Notice of Termination and she accepted that that was her fault, but that she was aware of her obligations in that regard. In relation to the Tenant's point about the notice being lacking in detail, she disagreed and felt that it contained sufficient detail. The dwelling was a 1930s build and quite an extensive piece of work was required. She was advised that the work might take four to six weeks or longer. She said she had sent the Notice of Termination to the RTB on the same day it was served on the Tenant and had an email back from the RTB on that day acknowledging it.

In relation to the rent arrears, she was asked by the Tribunal to point to where that warning notice of 18 July 2025 was as it did not appear in the evidence before the Tribunal. She said that it had been submitted in connection with the adjudication reference number DR0003607. She read out the warning letter which she had on her file dated 18 July 2025, addressed to the Tenant and stating that the Tenant had failed to pay the rent in the sum of €750 due as of 18th July and that failure to pay within 28 days would entitle the Landlord to terminate. She said that she had emailed it to the RTB on that date and got an email back from the RTB on 5 August 2025. When questioned on this by the Tribunal who pointed out that if it had been sent by email the acknowledgment from the RTB would usually be automatic on the same date, she said that the hard copy of a letter back from the RTB was dated 5 August 2025. In relation to the Notice of Termination, she said that she had also lodged this for a separate adjudication and had also sent it to the RTB on the same day it had been served on the Tenant. She referred to an automated response received back from the RTB on the 2nd of September. In relation to the current arrears of rent, she stated that the amount is €280, and the Tenant, when asked if she agreed with this, said that she did.

In relation to breach of Landlord obligations, on the shower issue, she said she received a message from the Tenant on 6 June 2025 and that she got back to the Tenant immediately and asked for a video. She said it took the Tenant over a week to reply as the Landlord was blocked. On 15 June 2025, she said the Tenant responded and that they then ordered the parts. On 17 June 2025, her

husband attended and tried to repair but saw that a new unit would be required. At that point, she had not been receiving any rent, and she needed to save for the new unit to be purchased. On 17 July 2025, the new unit was installed. On 18 July 2025, they were advised by the Tenant that the hot water was not working. On 23 July 2025, they found a plumber and on 26 July 2025, he attended and made repairs and said that the shower was working but he also advised that he would need to return following a two-week holiday to fit a valve to the external gas-fired central heating boiler, as an imbalance issue might arise when the heating system was in operation. They had difficulties getting that plumber back and getting another plumber. She said that she did not see the email which the Tenant says she sent on 16 September 2025 as there were transmission issues between her email account and that of the Tenant's. On 4 October 2025, she contacted the Tenant to see if everything was in order but got no response. She did not realise there was an outstanding issue until she was contacted in relation to the Local Authority inspection which took place on 29 October 2025.

On the issue of the mould, the storm damage to the gutters in February 2025 significantly contributed to this and the repairs were only a patch job, and she said that this all showed how important it was to get the dwelling properly insulated.

In relation to the Tenant's allegation of harassment, she said she could understand how stressful this all was for the Tenant, but that the work needed to be done and she denied any harassment.

Under cross-examination by the Tenant, she put it to the Landlord that it would not be possible for the architect to know what had to be done as he had not lived in the dwelling for a long period of time. The Landlord responded that he had seen the video, that he was a conservation architect and that this was a 1930s property and that he would be aware of what was required to be done. She was asked how the Landlord could be certain that the hot water had been fixed in July, and she responded that on 26 July 2025, the plumber advised that it was in working order but said that there might be an issue with the valve on the central heating system. She said that at no point did she receive any information back from the Tenant to say that it was not working. The Tenant referred to her email of 16 September 2025. In relation to acknowledgments of Landlord correspondence/Notices to the RTB, the Tenant stated that whenever anything was sent to the RTB by email, that a response would be received straight away.

Closing submissions

In summing up, the Tenant submitted that the Notice of Termination on the ground of refurbishment was invalid. In relation to the Notice of Termination on the grounds of rent arrears, she referred to the lack of shower and the other issues and said that that should have entitled her to a reduction on rent. She said that she had been left a long time without basics.

In the Landlord's summing up, she said that she wanted the Notices of Termination upheld as valid. She had given notice of arrears, and she needed to get in to do the repairs.

6. Matters agreed between the parties:

1. The address of the dwelling is 110 Cannon Street, Waterford, X91 YXA3.
2. The tenancy commenced on 1 May 2012.
3. The Tenant is in occupation.
4. The current rent is €750 per month payable in advance.
5. A deposit of €540 was paid which is held by the Landlord.

6. A Notice of Termination with a service date of 25 July 2025 and a termination date of 6 March 2026, was served on the Tenant. The Landlord relied on the intention to substantially refurbish or renovate the dwelling as the ground for termination. This was accompanied by a document signed by Brian Casey, Architect.
7. A Notice of Termination on the grounds of rent arrears with a service date of 30 August 2025 and a termination date of 29 September 2025 was served by the Landlord on the Tenant.
8. The current rent arrears are €280.

7. Findings and reasons:

Finding 1: The Tribunal finds that the Notice of Termination, with a service date of 25 July 2025 served by the Respondent/Appellant Landlord on the Appellant/Respondent Tenant in respect of the tenancy of the dwelling at 110 Cannon Street, Waterford, is valid.

Reasons:

1. In what follows, the legal position is that as applied prior to 1 March 2026.
2. The Tenant by virtue of her occupation in the dwelling since the 1 May 2012 has the benefit of a Part Four tenancy that can only be terminated on the grounds set out in section 34 of the Residential Tenancies Act, 2004, as amended ("the Act"). Paragraph 5 of section 34 of the Act states that a Landlord can serve a Notice of Termination where:

"The landlord intends to substantially refurbish or renovate the dwelling or the property containing the dwelling in a way which requires the dwelling to be vacated for that purpose (and, where planning permission is required for the carrying out of that refurbishment or renovation, that permission has been obtained and the notice of termination (the 'notice') contains or is accompanied, in writing, by a statement-

(a) specifying the nature of the intended works,

(aa) that, in a case where planning permission has been obtained, a copy of the planning permission is attached to the notice or statement,

(ab) that planning permission is not required, and he or she has complied with the requirements of section 35(9)(b), and

(b) that the landlord, by virtue of the notice, is required to offer to the tenant a tenancy of the dwelling if the following conditions are satisfied-

i. *the dwelling becomes available for reletting by reason of the completion of the works of refurbishment or renovation and*

ii. *The tenancy to which the notice related had not otherwise been validly terminated by virtue of the citation in the notice of the ground specified in paragraph 1, 2, 3 or 6 of this Table.*

3.Section 34(a)(iii) of the Act specifies that a termination notice served on the grounds of refurbishment/renovation must contain or be accompanied by: *"a certificate in writing of a registered professional (within the meaning of the Building Control Act 2007) stating that:*

(I) the proposed refurbishment or renovation works would pose a risk to the health or safety of the occupants of the dwelling concerned and should not proceed while the dwelling is occupied, and

(II) such a risk is likely to exist for such period as is specified in the certificate, which shall not be less than 3 weeks."

4.Section 2 of the Building Control Act, 2007 Act, defines " registered professionals' as meaning a person who is registered in the register under Part 3 , 4 or 5 , of the 2007 Act as the context so requires. Parts 3, 4 and 5 of the 2007 Act are specific and relate only to architects, quantity surveyors and building surveyors and persons with concomitant qualifications.

5. Section 35(9)(b) of the Act provides that when planning permission for the works is not required, the notice of termination should specify the name of the contractor, if any, employed to carry out the intended works and the dates on which it is intended to carry out the works and the proposed duration.

6.The Landlord served a Notice of Termination for substantial refurbishment on the Tenant on 25 July 2025, specifying a termination date of 6 March 2026. The Notice of Termination was accompanied by a document dated 21 July 2025 signed by Mr. Brian Casey MRIAI outlining the works to be undertaken and stating as follows:

"With the works being extensive in nature and the disruption to essential services, there would be a risk to safety of any occupant at the dwelling. As a result, it is my opinion that the property will need to be vacated for the duration of the works. The works are estimated to take a minimum of four to six weeks".

Mr. Casey is a registered professional within the meaning of the Act.

7. The Tenant argued that the document furnished by Mr. Casey, the Landlord's architect did not constitute a valid certificate for the purposes of the Act. She submitted that the document amounted merely to the opinion of the architect and did not contain an unequivocal statement that the dwelling must be vacated or that the works could not be carried out while the Tenant remained in occupation. She contended that the Act required something more definitive than professional opinion and suggested that the certificate should have stated that continued occupation would pose a risk to health and safety unless the Tenant vacated the dwelling.

8. The Tenant further submitted that the architect had not physically inspected the dwelling prior to issuing the certificate and was therefore not in a position to properly assess what works were required. She maintained that reliance on video material or prior familiarity with the dwelling was insufficient to meet the statutory standard. She also referred to what she described as a contradiction between earlier communications from the Landlord, in which the works were characterised as minor repairs, and the more extensive works later relied upon to justify the refurbishment-based termination. In her submission, this inconsistency undermined the credibility of the certificate and the genuineness of the asserted need for vacant possession. She also submitted that because the Landlord had issued an earlier notice of termination with no certificate attached that this showed that the Landlord did not have any proper plans to renovate/refurbish. Finally, she submitted that because other refurbishment notices of termination and accompanying documents which she had seen contained much more detail that what was contained in what had been served on her, that this undermined the validity of the Notice of Termination.

9. The statutory requirement is that a registered professional state that the nature of the works is such that would pose a risk to the health or safety of the occupiers and should not proceed while the dwelling is occupied. The Tribunal is satisfied that a professional opinion, expressed in clear terms and grounded in the expertise of a suitably qualified architect, is capable of meeting that requirement. While a physical inspection will ordinarily strengthen the evidential weight of a certificate, the absence of such inspection is not, of itself, fatal.

10. The Landlord informed the Tribunal that the architect was her brother-in-law. Although the Tenant did not formally object to the certificate on that basis, the Tribunal has independently considered the potential significance of that relationship. The Tribunal acknowledges that a familial connection may give rise to a question as to independence and therefore requires careful scrutiny. Having considered the matter, the Tribunal is satisfied that the architect is appropriately qualified and that he had sufficient knowledge of the dwelling and its condition to form a professional opinion as to the scope of works required. It was not in dispute that the dwelling is over 100 years old and that the works outlined in the Notice of Termination are extensive in nature. The content of the certificate is consistent with the scale of works described and with the age and character of the property. In circumstances where the nature and extent of the works are objectively substantial, the Tribunal does not consider that the familial relationship, of itself, is sufficient to undermine the validity of the certificate or to justify disregarding it.

11. In relation to the alleged contradiction between earlier references by the Landlord to minor repairs and the later reliance on substantial refurbishment, the Tribunal does not consider that this inconsistency invalidates the Notice of Termination. The Act does not require a landlord to establish that works are strictly necessary in an objective sense. It is a matter for a landlord to determine what works they wish to undertake to their property. The statutory requirement is that the works proposed constitute substantial refurbishment or renovation and that their nature is such that vacant possession of the dwelling is required in order to carry them out. Provided those criteria are met, earlier references to lesser works do not render the Notice invalid. The fact that an error was made when issuing the earlier notice of termination also does not invalidate the Notice of Termination under consideration by the Tribunal. The statutory scheme is complex and fragmented. The fact that a notice of termination has been withdrawn or deemed invalid due to a failure to comply with the prescribed statutory process does not prevent the landlord from subsequently issuing a valid notice and adhering to the correct statutory procedure.

12. The Tenant informed the Tribunal that she had seen other notices of termination served on the grounds of substantial refurbishment, together with accompanying architect's certificates, which she said contained significantly more detail than the documentation furnished to her in this case. She submitted that the comparatively brief description of works in the present Notice rendered it deficient.

The Tribunal does not accept that submission. The statutory requirement under the Act is that the Notice of Termination specify the nature of the intended works. The legislation does not require the inclusion of a detailed specifications, or contractor-level breakdowns. While some landlords or architects may choose, as a matter of practice, to provide more extensive detail, the provision of additional information in other cases does not elevate that practice into a statutory requirement. Provided that the nature of the intended works is sufficiently identified and the statutory certification is given, the requirements of the Act are met.

13. The Notice of Termination states that planning permission was not required and identifies the contractor engaged in respect of the works specified under the headings 1-4. In respect of the remaining works under headings 5 and 6, (new floors, full cosmetic internal upgrade and upgrade of bathroom and kitchen including full upgrade to plumbing involving loss of water supply) no contractor was specified. The Tribunal finds that the Notice should not be construed as invalid on the basis of an omission to name a contractor for headings 5 and 6 where the Act does not mandate the identification of a contractor in the absence of one being employed.

14. The Tribunal must also be satisfied that the requirements of section 62 of the Act have been complied with.

*"**62.**— (1) A Notice of Termination to be valid shall— (a) be in writing,*

(b) be signed by the landlord or his or her authorised agent or, as appropriate, the tenant,

(c) specify the date of service of it,

(d) be in such form (if any) as may be prescribed,

(e) if the duration of the tenancy is a period of more than 6 months, or the tenancy is a further Part 4 tenancy, state (where the termination is by the landlord) the reason for the termination,

(f) specify the termination date, that is to say, the day (stating the month and year in which it falls)—

(i) on which the tenancy will terminate, and

(ii) on or before which (in the case of a termination by the landlord) the tenant must vacate possession of the dwelling concerned, (and indicating that the tenant has the whole of the

24 hours of the termination date to vacate possession), and

(g) state that any issue as to the validity of the notice or the right of the landlord or tenant, as appropriate, to serve it must be referred to the Board under Part 6 within 28 days from the date of receipt of it.".

Paragraph (g) of this section was later amended to state that the referral period is 90 days where a notice of termination is served on grounds other than a tenant breach. The Notice of Termination served on the grounds of refurbishment is one which allows for a 90 day referral period.

15.In addition, section 39A (1) of the Act requires that a notice of termination be served on the RTB on the same date it is served on the tenant. Failure to follow this step, invalidates the notice (section 35(11)). Service must comply with section 6 of the Act, which permits service by post.

16. The Tenant did not raise any issues as regards the compliance of the Notice of Termination with section 62 of the Act. However, the Tribunal notes that the information required at paragraph (g) about the right of referral to the RTB was not included. The Tribunal considers this aspect of the matter further at 18 below.

17. The Tribunal accepts the Landlord's evidence that the Notice was served on the RTB on the same date it was served on the Tenant. Service on the Tenant was not in dispute. The Tenant had been in occupation for over 8 years and is entitled to the maximum notice of 224 days which she received.

18. The Notice of Termination omitted two statutory elements, namely the requirement to offer the dwelling back to the Tenant upon completion of the refurbishment works and the statement informing the Tenant of the right to refer a dispute to the RTB within the applicable statutory period. The Tribunal has therefore considered whether it is appropriate to apply section 64A of the Act, which permits a slip or omission to be disregarded where the Tribunal is satisfied that the slip or omission does not prejudice, in a material respect, the notice of termination and that the notice is otherwise in compliance with the provisions of the Act.

The Tribunal is satisfied that the omissions arose inadvertently and were not part of any attempt to circumvent the statutory protections afforded to the Tenant. The Tribunal recognises that the existence of more than one omission requires consideration not only of each omission individually but also of their cumulative effect.

In considering whether the Notice is materially prejudiced, the Tribunal is satisfied that it is not. The Notice specified the statutory ground for termination, described the nature of the proposed works, was accompanied by the required professional certification, provided the correct termination date and notice period and clearly informed the Tenant that the tenancy was being terminated and that vacant possession would be required. The essential purpose of a notice of termination, namely, to clearly inform the tenant of the landlord's intention to terminate and the basis for doing so, was therefore achieved.

In relation to the omission of the referral wording, the Tribunal notes that the Tenant did in fact refer disputes concerning the tenancy to the RTB. While section 64A is concerned with material prejudice to the notice rather than to the tenant personally, the Tribunal is satisfied that the omission did not impair the clarity, operation or effectiveness of the Notice or its statutory function. In relation to the omission of the offer back provision, the Tribunal is satisfied that this omission does not affect the validity or operation of the termination itself. The statutory obligation to offer the dwelling back upon completion of the works arises independently under the Act and is not extinguished by its omission from the Notice. The omission does not affect the clarity of the termination, the basis for it or the Tenant's ability to understand the consequences of the Notice. Having considered the omissions both individually and cumulatively, the Tribunal is satisfied that they do not materially undermine the Notice of Termination or its ability to fulfil its statutory function.

The Tribunal is further satisfied that, apart from the matters identified above, the Notice of Termination complies with all other requirements of the Act, including the requirements of section 62 and the specific statutory provisions applicable to termination on the ground of substantial refurbishment, and is therefore "otherwise in compliance" within the meaning of section 64A.

Accordingly, the Tribunal is satisfied that the conditions set out in section 64A of the Act are met and that the identified slips or omissions do not of themselves render the Notice of Termination invalid.

19. The Tribunal noted that the Tenant, in documentation submitted in advance of the hearing, asserted that the Landlord had engaged in retaliatory behaviour. This was not raised by the Tenant at the hearing. However, the Tribunal is mindful that section 14 of the Act prohibits the penalisation of a tenant for, inter alia, referring a dispute to the RTB or asserting rights under the Act. The statutory protection is clear: a landlord may not take adverse action against a tenant by reason of the tenant having made a complaint in respect of the tenancy. However, in the present case, no evidence has been adduced to support a finding that the Tenant was penalised within the meaning of section 14. The evidential record demonstrates that relations between the parties were amicable

and cooperative for a significant period of the tenancy. The deterioration in the relationship appears to have coincided with the Landlord's communication of an intention to refurbish the property and difficulties relating to rent and it was thereafter that the complaints were submitted by the Tenant.

20. For all the above reasons, the Tribunal is satisfied that, the Notice of Termination complies with the requirements of the Act. Accordingly, the Tribunal finds that the Notice of Termination, as served, is valid.

21. The only other matter to be determined by the Tribunal is the period of time to be provided for the dwelling to be vacated by the Tenant. The notice was served on 25 July 2025 with a termination date of 6 March 2026. The Tribunal directs that the Tenant should vacate within 60 days of the date of issue of the Determination Order of the Board or 6 March 2026 whichever last occurs. The Tribunal must have some regard for the difficulties termination will cause for the Tenant and her son but must also have regard to the needs of the Landlord. The Tribunal cannot allow any period longer than 60 days, in all those circumstances.

22.It should be noted that the fact that a landlord has validly served a notice of termination on the grounds of substantial refurbishment and carried out refurbishment works, does not automatically entitle the landlord to increase the rent, either on an offer back to a tenant or on any subsequent letting, unless separate statutory conditions permitting a rent review or rent setting are met. The legislation that governs rent setting and rent reviews is found in separate provisions from those governing termination on refurbishment. In particular, section 19.5A (a) of the Act sets out the requirements to be met for a substantial change in the nature of the accommodation and which would bring a landlord outside the rent pressure zone restrictions. Section 19 5A (b), states that any works carried out solely in order for a landlord to comply with the landlord's repairing obligations under section 12(i)(b) of the Act will not bring the property outside the rent pressure zone restrictions.

Finding 2: The Tribunal finds that the Notice of Termination, with a service date of 30 August 2025 served by the Respondent/Appellant Landlord on the Appellant/Respondent Tenant in respect of the tenancy of the dwelling at 110 Cannon Street, Waterford, is invalid.

Reasons:

1. The statutory process for terminating a tenancy on the ground of rent arrears differs in a number of respects from the process outlined above in respect of termination on the grounds of refurbishment. As regards the form of the notice of termination, the provisions of section 62 are equally applicable as is the requirement of service on the RTB on the same date the notice is served on the tenant, save that the referral period for a dispute to the RTB is 28 days. However, in the case of rent arrears, the notice of termination must be preceded by a warning notice sent to the tenant advising the tenant of the amount of arrears and giving them 28 days to pay those arrears and stating that failure to do so will entitle the landlord to terminate the tenancy. This warning notice also has to be served on the RTB on the same date it is served on the tenant.

2. It is not in dispute that rent in the sum of €750 fell into arrears arising from non-payment of the June 2025 rent. The Tenant accepted that arrears accrued and that a balance of approximately €250 remains outstanding.

3. The Tribunal did not have before it a copy of the 28-day warning notice said to have been served on the Tenant. The Landlord stated that the warning letter had been submitted to the RTB in connection with a previous dispute; however, it was not contained in any of the case files before this

Tribunal, notwithstanding that multiple documents had been submitted by both parties. The Tribunal afforded the Landlord an opportunity to read the contents of the warning letter into the record. While this was noted, the original document itself was not produced.

4.The Tenant was unable to say with certainty whether she had received the warning letter. The Tenant also stated in her written complaint to the RTB on 8 September 2025 that she had received the Notice of Termination on the grounds of rent arrears without proper warning. However, she did say during the hearing that she had been contacted by the RTB in relation to the rent arrears, which would suggest that some form of correspondence had been furnished to the RTB. There was, however, a degree of vagueness in the Landlord's evidence as to the precise dates on which the warning notice was served on the Tenant and furnished to the RTB.

5.The absence of the warning letter itself presents a significant evidential difficulty. The statutory scheme governing termination for rent arrears requires strict compliance, including service of a valid 28-day warning notice and furnishing a copy to the RTB on the same date. The onus rests on the Landlord to establish that those statutory requirements have been met and to ensure that all relevant documentary evidence is properly before the Tribunal. This obligation is clearly set out in the Tribunal procedures documentation circulated to parties and in the notification of hearing.

6. The Tribunal also notes that the amount of arrears at the date of the warning letter was €750. While arrears of that nature are not insignificant, they were not substantial in scale, representing a relatively limited period of non-payment. Given the serious consequences that may flow from termination on the ground of rent arrears, the evidential threshold must be applied with care. In the absence of the warning letter and clear proof of compliance with the statutory requirements, the Tribunal is not satisfied that the necessary procedural steps have been established. Accordingly, the Tribunal finds that the Notice of Termination on the ground of rent arrears is invalid.

Finding 3: The Appellant/Respondent Tenant was in breach of her obligation under section 16(a) of the Act in failing to pay the rent due for the month of June 2025. As of the date of the Tribunal hearing the agreed arrears were €280.

Reasons:

The Tenant accepted that €280 remains outstanding. The fact that the Notice of Termination for arrears is invalid does not extinguish the underlying debt. The Tribunal therefore determines that €280 in rent arrears is payable by the Tenant to the Landlord.

The Tenant referred to her personal circumstances as to why she fell into arrears. The Tribunal does not have any power to waive rent arrears on the grounds of personal circumstances. The only discretion it has is as regards the repayment period for discharging same. This aspect of the matter is dealt with further below.

Finding 4: The Respondent/Appellant Landlord is in breach of landlord obligations under section 12(1)(b) of the Residential Tenancies Act 2004 for failure to carry out necessary repairs, in respect of the tenancy of the dwelling at110 Cannon Street, Waterford.

Reasons:

1.A Landlord's obligation as regards the maintenance of a dwelling is set out in section 12

(1)(b) of the Act as follows:

Section 12(*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,

2.Sub-section (2) provides that a landlord is not responsible for any repairs necessary due to the failure of a tenant to comply with their obligation to not cause a deterioration in the condition of the dwelling, normal wear and tear excepted. There was no suggestion that the Tenants were responsible for the problems which arose with the boiler in the dwelling.

3.Section 16(c) obliges a tenant to notify the landlord or authorised agent of any defect that arises in the dwelling that requires to be repaired so as to enable the landlord to comply with his/her obligations in relation to the dwelling.

4.The Housing (Standards for Rented Houses) Regulations 2019 (S.I. 137 of 2019) were made in exercise of the powers given by s.18 of the 1992 Act. By regulation 2(2): *"[a]ny requirement of these Regulations with respect to repair shall be construed as requiring a standard of repair that is reasonable in all the circumstances and, in determining the appropriate standard of repair, regard shall be had to the age, character and prospective life of the house."*

5.It is apparent therefore from the aforesaid legislative provisions that a landlord is obliged to carry out repairs that are notified to them or repairs that might become apparent from a landlord's own inspection of a dwelling. There is a reasonableness requirement. It is not the occurrence of the issue which gives rise to the landlord's liability but the manner in which the landlord responds and deals with the issue which has arisen.

6.There was no material disagreement between the parties as to the timeline of events between 6 June 2025 and 29 October 2025. The issue reported by the Tenant to the Landlord on 6 June 2025 concerned a malfunctioning electric shower. The Tribunal finds that there was no unreasonable delay on the Landlord's part in initially addressing that issue. The evidence establishes that the shower unit was attended to and ultimately replaced, and that by 26 July 2025 the Landlord understood, based on information received from her plumber, that the shower itself was functioning.

7.However, the Landlord's own evidence also was that on 26 July 2025, the plumber advised that he would need to return following a two-week holiday to fit a valve to the external gas-fired central heating boiler, as an imbalance issue might arise when the heating system was in operation. While that issue should not have directly affected the electric shower, it was nonetheless identified as requiring further attention.

8.The Landlord stated that she received no further communication from the Tenant indicating that the hot water supply remained problematic and that it was only upon receipt of a telephone call from the Local Authority on 23 October 2025, advising her of an investigation, that she became aware that there was said to be an ongoing issue. The Tenant's evidence was that she had emailed the Landlord on 16 September 2025 alerting

her to continued difficulty with the hot water. The Landlord indicated that due to transmission issues between their respective email accounts she did not see that communication.

9. On the balance of the evidence, the Tribunal finds that the Tenant did not effectively alert the Landlord to any continuing issue with the hot water until September 2025, but that the Landlord did not become aware of this as an issue until mid-October 2025 and that there was no unreasonable delay on the Landlord's part in addressing the issue at that point. However, the Landlord had been on notice since 26 July 2025 that the valve connected to the central heating system required replacement. There was a delay of almost three months in having that matter fully resolved. While the Tribunal accepts that this period included summer months when heating demand would have been lower, and that there were difficulties sourcing plumbers, the Tenant resided in the dwelling with her child and was entitled to fully functioning services. In those circumstances, the Tribunal finds that the delay in completing the valve replacement was unreasonable.

10. The Tribunal is not satisfied in relation to the mould issue that there was an unreasonable delay on the Landlord's part in dealing with this. While the Tenant during the hearing referred to issues from the beginning of the tenancy there is insufficient evidence of this. The mould appears to have become problematic around the time of the storm damage to the gutters in February 2025 and having reviewed the documentation submitted prior to the hearing this appears to have been resolved in March 2025. The Tribunal notes a message on 10 March 2025 from the Tenant "*Yes…all good…. I'm happy and I will clean up walls*" (TCF6, Appendix 2). The Landlord stated during the hearing however that as far as she was concerned, the repairs done were of a "patching" nature and showed the importance of the refurbishment and insulation works which she wants to have carried out.

11. In assessing damages for the Landlord's breach of obligation, the Tribunal has had regard to the difficulties in communication between the parties, including the fact that the Tenant had blocked the Landlord at certain points and continues to block telephone contact. The Tribunal also notes that there were delays on the Tenant's part in clearly notifying the Landlord of any ongoing issues. Further, having reviewed the documentation furnished prior to the hearing, the Tribunal is satisfied that earlier maintenance issues raised by the Tenant had generally been addressed by the Landlord, and that the maintenance issues ultimately relied upon appear to have escalated after the dispute arose between the parties in relation to rent arrears and the proposed refurbishment.

12.In determining the appropriate relief, the Tribunal has considered its discretion pursuant to section 115 of the Act to award such damages as are appropriate to provide relief to the parties. Having regard to all of the circumstances, including the period of delay in resolving the heating-related issue and the mitigating factors identified above, the Tribunal finds that €250 represents a proportionate and appropriate sum to compensate the Tenant.

13. In circumstances where the Tribunal has determined that the Tenant owes €280 in rent arrears and has also awarded €250 to the Tenant by way of damages for breach of the Landlord's repairing obligations, the Tribunal notes that it would ordinarily be appropriate to set one sum off against the other leaving a balance to be paid by the Tenant. However, the Tribunal is conscious that rent arrears may be reduced in the period between the hearing and the issuing of the Determination Order. For that reason, and in order to ensure clarity and fairness in implementation, the Tribunal will make separate orders in respect of the rent arrears and the damages awarded.

In the event that the Tenant has reduced the rent arrears in the interim period prior to compliance with this Order, any such payments shall be taken into account in calculating the outstanding balance due, and only the net sum remaining shall be payable.

Finding 5: The Landlord is not in breach of her obligation under section 12(1)(a) of the Act to allow the Tenant peaceful and exclusive occupation of the dwelling.

Reasons:

The Tenant alleged that the Landlord had harassed her. Any allegation of harassment falls to be considered by the Tribunal within the framework of section 12(1)(a) of the Act, which obliges a landlord to allow the tenant to enjoy peaceful and exclusive occupation of the dwelling.

The Tribunal has carefully considered the evidence presented in this regard. While it is clear that relations between the parties became strained and that there were disputes concerning rent arrears, repairs, and the proposed refurbishment, the existence of acrimony or disagreement does not, of itself, amount to a breach of the statutory obligation. Communications from the Tenant were at times inflammatory.

The Tribunal is therefore satisfied that there was no breach by the Landlord of her obligation under section 12(1)(a) of the Act, and the allegation of harassment is not upheld.

8. Determination:

Tribunal reference TR0001367

In the matter of Ewelina Cyfer (Appellant/Respondent Tenant) and Mairead Bacon (Respondent/Appellant Tenant) the Tribunal in accordance with section 108(1) of the Residential Tenancies Act 2004 as amended, determines that:

1. The Tribunal finds that the Notice of Termination, with a service date of 25 July 2025 served by the Respondent/Appellant Landlord on the Appellant/Respondent Tenant in respect of the tenancy of the dwelling at 110 Cannon Street, Waterford, X91 YXA3, is valid.
2. The Appellant/Respondent Tenant and all persons residing in the above dwelling shall vacate and give up possession of the above dwelling within 60 days of the date of issue of the Determination Order of the Board or 6 March 2026 whichever last occurs.
3. The Appellant/Respondent Tenant shall also pay any further rent outstanding from 24 February 2026 being the date of the Tribunal hearing, at the rate of €750 per month or proportional part thereof at the rate of €24.66 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 Appellant/Respondent Tenant vacates and gives up possession of the above dwelling.
4. The Tribunal finds that the Notice of Termination, with a service date of 30 August 2025 served by the Respondent/Appellant Landlord on the Appellant/Respondent Tenant in respect of the tenancy of the dwelling at 110 Cannon Street, Waterford, is invalid.
5. The Respondent/Appellant Landlord shall refund the entire of the security deposit of €540 to the Appellant/Respondent Tenant, upon the Appellant/Respondent Tenant vacating and giving up vacant possession of the above dwelling, less any amounts properly withheld in accordance with the provisions of the Act.

6. The Respondent/Appellant Landlord is in breach of landlord obligations under s.12(1)(b) of the Residential Tenancies Act 2004, as amended, for failure to carry out necessary repairs, in respect of the tenancy of the dwelling at 110 Cannon Street, Waterford. The Respondent/Appellant Landlord shall pay the sum of €250 to the Appellant/Respondent Tenant in damages within 60 days of the date of the issue of the Determination Order.
7. The Appellant/Respondent Tenant is in breach of her obligation under section 16(a) of the Residential Tenancies Act 2004, as amended, in failing to pay the rent due for the month of June 2025. The Appellant/Respondent Tenant shall pay the sum of €280 to the Respondent/Appellant Landlord within 60 days of the date of the issue of the Determination Order. In calculating the amount payable under this Determination Order, the Landlord shall give credit for any payments made by the Appellant/Respondent Tenant towards those arrears since 24 February 2026, being the date of the Tribunal hearing, and only the net balance outstanding as of the date of enforcement shall be recoverable.

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



Signed: _____

Dairine MacFadden
Chairperson
For and on behalf of the Tribunal.