Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004
Report of Case Reference: DR0007396 - TR0001605

Applicant Landlord(s):	Focus Housing Association CLG
Respondent Tenant(s):	Jennifer McCarthy
Address of rented dwelling:	Apartment 7, Convent Lodge, Mitchel Street, Dungarvan, Waterford, X35PK50
Tribunal:	Mary Doyle (Chairperson) Hugh Markey, Karen Ruddy
Venue:	Virtual
Date & time of hearing:	15/06/2026 at 10:30:00

Attendees:

Landlord Grainne Murphy (Housing Manager and Representative Focus Housing Association)

John Nolan (Caretaker, on site, Focus Housing Association)

Tenant Jennifer McCarthy

1. Background:

On 16/01/2026 the Tenant(s) made an application to the Residential Tenancies Board ("the RTB"). The matter was referred to a Mediation which took place on 09/03/2026.

Subsequently the Landlord(s) submitted an Appeal on 09/03/2026. This was approved by the Board.

The RTB constituted a Tenancy Tribunal and appointed Mary Doyle, Hugh Markey, Karen Ruddy as Tribunal members pursuant to Section 102 and 103 of the Act and appointed Mary Doyle to be the chairperson of the Tribunal ("the Chairperson"). The Parties were notified of the constitution of the Tribunal and provided with details of the date, time, and venue set for the hearing. On 15/06/2026 the Tribunal convened a hearing.

2. Documents submitted prior to the hearing included:

2 x Tribunal case files, adjudication report and DO

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 each was attending the Tribunal. The Chairperson confirmed with the Parties that they had received the relevant papers from the RTB in relation to the case and 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 party who made the Application to appeal the mediation to the Tribunal (the Applicant) would be invited to present their case first; that there would be an opportunity for cross examination of this evidence by the Respondent; that the Respondent would then be invited to present her case, that there would be an opportunity for cross examination of this evidence by the Applicant and at the end of this process both Parties would be invited to make their final submissions to the Tribunal.

The Chairperson stressed that all evidence would be taken on affirmation and be recorded by the recording technician/official stenographer present and she reminded the Parties that knowingly providing false or misleading statements or information to the Tribunal was an offence punishable by a fine of €4,000 or up to 6 months imprisonment or both.

The Chairperson also reminded the Parties that as a result of the Hearing that day, the Board would make a Determination Order which would be issued to the Parties and could be appealed to the High Court on a point of law only [reference section 123(3) of the 2004 Act].

The Chairperson offered the Parties an opportunity to talk to each other to see if they could negotiate an agreed resolution of the issues in dispute, this without any obligation or prejudice to them. This was not of interest to the parties.

The Parties giving evidence gave their affirmations.

5. Verbal Submissions:

Applicant landlord's submission:

The first named representative began her evidence, on behalf of the landlord, by stating that rent arrears have always been an issue in this tenancy and that the landlord had gone through a process with the RTB in 2023 which resulted in a decision by an adjudicator on 11 January 2023 case no DR0722-78604 that the tenants were in rent arrears of €9593.14 and that the Notice of Termination served on 10 June 2022 by the landlord on the tenant was valid. This determination also found that the tenant and any other persons residing in the dwelling shall vacate and give up possession the dwelling within 14 days of the issue of the Determination Order The representative stated that this order states that the tenant is to vacate the dwelling and to pay the arrears in 52 monthly instalments of €184.48 to clear the arrears. After this determination, the tenant was asked to remove her belongings. Subsequently, the landlord got an order in its' favour from the Circuit Court on 26 February 2024 (Tr. case file 2 pg. 14 and the Sheriff was ordered to remove the tenants from the dwelling. At this stage the tenant was living on her own in the dwelling. An internal memo on the case file from the tenant's support worker confirms that the Sheriff had hand delivered notification to the tenant with regard to an order for repossession on 15 May 2025. The tenant was removed from the dwelling by the Sheriff on 03 June 2025, in the presence of the caretaker, John Nolan for Focus Housing Association. Prior to this Focus Housing Association had carried out inspections of the dwelling on 12 January 2023 and 05 March 2025. A copy of the inspection report of 12 January 2023 is on pages 7-11 of Tribunal case 2 including photographic evidence showing serious breaches of the tenant's obligations with regard to standard and maintenance of the dwelling and under all headings the dwelling was classified as poor or very poor.

The representative stated that Focus Housing Association has an office on site, and a support worker advised the tenant, prior to the Sheriff's arrival, to remove whatever items the tenant wanted to take. The representative directed the Tribunal to pages 29-31 which showed texts between the support worker and the tenant making arrangements for the tenant to come and collect her property, after the tenant had vacated. The tenant never kept any of the arrangements or collected any of her property. On 04 July 2025, one month after the tenant vacated, the landlord instructed their security company to come and clear out the dwelling of furniture, appliances and flooring and to clean the dwelling. The

representative stated that they have a responsibility and a duty to the local authority to have the property ready for reletting as soon as possible. The report from the security property is damning stating that each room had to be completely cleared of all domestic waste and furniture, that all floor coverings throughout the dwelling had to be removed and disposed of and that the internal walls had to be deep cleaned and repainted throughout the dwelling. The shed in the back garden had live wiring in it connected to the dwelling which had to be dismantled for safety reasons. The roof of the shed had collapsed and everything underneath was buried for a long time and was beyond repair. The security company disposed of the items in the shed.

In summary, the representative informed the Tribunal that the following is the amount of money expended on the dwelling due to the tenant's breach of standard and maintenance of the dwelling and rent arrears.

Arrears of rent until 03 June 2025	€21,469.58
Damage to the electrics	€1,940.00
Removal of debris and Cleaning	€2,213.4
Painting of the dwelling	€2,100.00
	€27,728.86

The above sum does not take into account the work done by the Focus maintenance team on the ground.

Evidence of John Nolan (Caretaker Focus Housing Association):

Mr. Nolan began his evidence by stating that he was present when the Sheriff removed the tenant from the dwelling on 03 June 2025. He said, on that day, the apartment was in a terrible state. He said that the only thing the tenant took with her was her dog. The shed in the back garden was full of rubbish, and the smell was unbelievable. The caretaker did hear the Sheriff say to the tenant to leave and take what property she wanted. He stated that the entire dwelling was full of dog faeces, filthy, dirty, and that everything was covered in mould and only fit for the bin. There was no question of letting the dwelling to anybody else until a big clean-up was carried out as nobody could possibly move in when the dwelling was in that condition.

Respondent Tenant's submission:

The tenant began her submission by stating that she was given a half an hour to remove her possessions when the Sheriff arrived to remove her from the dwelling. She stated that she had phoned the landlord numerous times trying to arrange collection of her belongings but the phone was never answered. When asked about the condition of the dwelling the tenant stated "I know how I was living". She said that there was no point in saying anything as nobody wanted to hear. The Tribunal pointed out that this was her opportunity and that the Tribunal was listening. She said that there was €15,000 worth of possessions belonging to her in the dwelling and that she now has nothing. When asked by the Tribunal if she knew the Sheriff was coming, she stated that she did but did not know the date. When asked why she did not remove her possession prior to the Sherifff coming she stated that she had no storage and had nowhere to go. All she had was her apartment and she was now sleeping on the couch of family members.

6. Matters agreed between the parties:

1. The address of the dwelling is Apartment 2, Mitchel Street, Dungarven, Waterford X35PK50
2. The tenancy commenced on 06 September 2015

3. The tenancy ended on 03 June 2025

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.

Finding 1:

The Tenant's application in respect of Breach of Landlord's obligations for alleged failure to safeguard her possessions following termination of the tenancy is not upheld.

Reasons:

The Tribunal is satisfied that the landlord had undertaken every possible step to engage with the tenant both prior to and after the Sheriff had carried out the eviction. The tenant's support worker had engaged with the tenant by text message to allow her to have access to the dwelling after the eviction and she was offered numerous opportunities to arrange collection of her belongings from the dwelling on 19 June, 23 June, 27 June and the tenant never kept any of these appointments. Furthermore, the tenant was in rent arrears of €21,728.86 on 03 June 2025 and the caretaker's evidence, the submitted inspection report and the photographic around the condition of the dwelling was indeed damning.

The Tribunal finds that while a landlord has an obligation to act reasonably in dealing with the tenant's possessions following eviction, the facts of this case support a finding that the tenant was indeed afforded ample opportunities to arrange collection of her belongings. However, once a tenancy has officially concluded, a landlord is not responsible for storing or maintaining a tenant's personal items. The tribunal finds that the period of time afforded to the tenant to arrange collection was reasonable and once the tenant failed to collect her possessions from the dwelling after one month, the landlord was entitled to arrange for the dwelling to be cleared of the tenant's belongings in order to make it ready for re-use, and the landlord did not act in breach of its obligations in so doing.

8. Determination:

Tribunal reference TR0001605

In the matter of Focus Housing Association CLG (Applicant Landlord), and Jennifer McCarthy (Respondent Tenant), the Tribunal, in accordance with Section 108(1) of the Residential Tenancies Act 2004, as amended, determines that:

The Tenant's application in respect of breach of landlord's obligations and Other is not upheld in respect of the tenancy at Apartment 7, Convent Lodge, Mitchel Street, Dungarvan, Waterford X35PK50.

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



Signed:

Mary C. Doyle, Chairperson

For and behalf of the Tribunal.