

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: DR0006849 - TR0001630

Applicant Tenant(s):	Jure Kopitar, Tjaša Kos
Respondent Landlord(s):	Hibernia Real Estate Group Limited
Address of rented dwelling:	Apartment 470, Wyckham Point, Dundrum, Dublin 16, D16 NR71
Tribunal:	Eoin Byrne (Chairperson) Louise Moloney, Suzy Quirke
Venue:	Virtual
Date & time of hearing:	23/06/2026 at 14:30:00
Attendees:	For the Applicant Tenants: Jure Kopitar (for and on behalf of both Applicant Tenants). For the Respondent Landlord: Kyle Denny (Director of Aramark Property, agents for the Respondent Landlord Serontod Limited, an SPV of Hibernia Real Estate Group Limited).

1. Background:

On 23/12/2025 the Tenants(s) made an application to the Residential Tenancies Board ("the RTB"). The matter was referred to a Mediation which took place on 11/03/2026.

Subsequently the Tenant(s) submitted an Appeal on 16/03/2026. This was approved by the Board.

The RTB constituted a Tenancy Tribunal and appointed Louise Moloney, Eoin Byrne, Suzy Quirke as Tribunal members pursuant to Section 102 and 103 of the Act and appointed Eoin Byrne 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 23/06/2026 the Tribunal convened a hearing.

2. Documents submitted prior to the hearing included:

RTB case files.

3. Documents submitted at the hearing included:

There was no further documentation submitted at hearing.

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, that the person who applied for the Tribunal hearing (the Applicant Tenant) would be invited to present their case first, that there would be an opportunity for cross-examination on behalf of the Respondent Landlord, that the Respondent Landlord's representative would then be invited to present its case, and that there would then be an opportunity for cross-examination by the Applicant Tenant present. The Chairperson explained that following this, both parties would be given an opportunity to make a final submission. He reminded the parties that the hearing was a *de novo* hearing (a full rehearing).

The Chairperson stressed that all evidence would be taken on affirmation and 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 €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. Prior to commencing evidence, the Chairperson reminded the parties that it was open to them to reach an agreement. The Chairperson advised the parties of the benefits of reaching an agreement and advised them that any agreement reached would be capable of being confidential while retaining the enforceability of an order of the RTB. The Chairperson indicated that, if the parties wished to discuss matters among themselves, the Tribunal would rise and allow them to discuss matters. The parties availed of the opportunity but were unable to reach an agreement.

All parties intending to give evidence were affirmed. The Tribunal asked the parties what matters could be noted as agreed. The matters referred to below were noted as agreed.

5. Verbal Submissions:

Applicant Tenants' case:

The Applicant Tenant submitted that prior to the commencement of this tenancy, the Applicant Tenants lived in another development operated by the same agency as had previously managed the dwelling in this case, and had always paid their rent on time and looked after dwellings well. He submitted that since moving into the dwelling in this case, there have been a number of different agents representing the Landlord, previously The Lansdowne Partnership, Occu Living Limited and now Aramark. He indicated that the rent review was sent to him by post.

He indicated that he disputed the review on three grounds. The first was that the dwellings listed in the rent review were not comparable, and not a good basis for a rent review. The second point was that the state of repair, especially prior to the rent review, was not sufficient to justify any rent increase. The third point was that they were given insufficient notice.

In respect of the first point, he submitted that the higher priced dwellings were not comparable. He indicated that his assessment was based on multiple points; he indicated that the previous dwelling he lived in operated by Occu Living was comparable to some of the newer dwellings provided. He noted that the dwelling in this case was at a lower rent because it was of a lower standard. He indicated that he believed the dwelling in this case is approximately 15 years old, and the comparable dwellings are less than three years old, and he had viewed some when initially moving to this dwelling. He outlined that the dwelling in this case had notable wear and tear as a result of the age. He noted that he believed all the comparable units were A3 or A2 BER rated, with energy efficient insulation

and heating, with heat pumps and heat recovery units, unlike the unit in this case, which suffers from mould.

In terms of location, he noted that the dwelling in this case is much further from the Luas stop and located on a noisy, busy dual carriageway, unlike the others. He noted that he was unable to find some of the advertisements online subsequently. He indicated that the rent review notice included links to the advertisements but it was no longer possible to view the ads. He also noted that the advertisements were somewhat generic.

He noted the advertised price for one of the dwellings in Walled Garden was €2,142 and he had previously viewed a dwelling in the Walled Garden development advertised at €2,160 in 2024, perhaps indicating that market rents were stable or decreasing. He also noted that the advertisements also showed dwellings with things like new appliances and carpets, and free internet, also reducing the costs for tenants.

He further noted that he had found a similar apartment at the time of a similar age and size in Sandyford rented for €1,800. He noted that he did not know if that was a rent capped by rent pressure zone provisions. He indicated that the Beacon Quarter dwelling is about 600m from a Luas stop and his own dwelling is about 1km from the Luas stop.

In respect of the second main point, he submitted that the state of repair of the dwelling was not to their satisfaction or general standards of living. He noted that requests were sent to the previous managing agent. He also indicated that some things have improved since the new agency took over and the new agency are more open and communicative. He outlined, however, that he believed there are outstanding structural issues that require remediation and that have not been approved by the landlord, and that this affected the market rent.

He noted that one of the most pressing examples related to the temperature of the dwelling, including in particular during current high temperatures, also related to the windows and greenhouse effect of the windows. He indicated that he had requested some mitigation by the landlord and that, to date, his complaints have been rejected. He stated that there are also issues with mould in winter, when there is less sun, and that despite proper heating and ventilation there is mould growth around the window. He did accept that the current managing agent had sent someone to cover up mould around the windows. He noted that no mitigating action had been taken prior to service of the notice or taking effect of the rent review notice.

He further indicated issues with water pressure, with rusted balcony furniture, with the presence of bugs, and with non-functioning thermostats, and he said that such a rent increase was not justified.

In respect of the third point, he stated that insufficient notice was given; he outlined that 90 days' notice was required. He indicated that the notice was received in physical mail on Monday 1 December and that, according to his calculations, that was 89 days before the date on which the new rent was to take effect. He submitted that the notice of rent review was dated earlier and that he did not know if that was the date it was served. He indicated that the issue could have been resolved had the notice been posted a few days earlier.

When asked what he believed the market rent was, he stated that he believed the market rent was what he is currently paying. When asked to describe the dwelling, he stated that it is typical Celtic Tiger era apartment. He outlined that it is a one-bedroom apartment with a shared kitchen / living area, and a balcony that is 1.2 wide, with a hallway, bathroom, and boiler room. He noted that he had raised issues with the maintenance of the dwelling with the previous agent, as submitted.

Respondent Landlord's submissions:

The Respondent Landlord's representative outlined that Serontod Limited is the landlord and is an SPV owned by Hibernia Real Estate Group Limited. He indicated that Lansdowne Partnership had been managing agents, then Occu Living Limited, now Aramark Property. He indicated that there had been a handover but there were some issues that could not be clarified.

He outlined that the notice had been deemed valid as it was issued on 30 November 2025. He indicated that he had been advised that the notice had been issued by post and would also have been emailed, albeit he acknowledged that the Applicant Tenants had stated they had not received that notice. When asked if it was possible that the notice had been posted on a Sunday, 30 November 2025, he indicated that he could not confirm that. He also noted that the dwelling is in a rent pressure zone and the relevant calculator had been used.

He noted that Aramark also manage two of the other dwellings included in the notice as comparators. He indicated that they are newer schemes but noted that items such as internet packages are not in fact included in the rent, and are subject to extra charges. He noted that they had advised the Applicant Tenants that the comparators were the best available at the relevant time, even if that has been changed as of 1 March 2026 due to legislative changes.

In respect of the maintenance of the dwelling, he submitted that they had engaged with the Applicant Tenants and carried out works to the dwelling. He indicated that the dwelling does not in fact have underfloor heating but that controls had been explained to the Applicant Tenants and other issues were being actioned, including issues with water damage to a door frame, and that a new heater would be provided for the bathroom. He indicated that the washing machine was functional but just needed to be cleaned. He noted that the Respondent Landlord has no control over traffic and further that while there is no heat recovery system, there is a gas boiler. He also outlined that advice had been given around temperature control. He thus submitted his belief that the dwelling complies with minimum standards. He also noted that new balcony furniture is in the process of being provided. He further outlined that there was no evidence of any bugs in the dwelling and also that no vacuum had ever been provided and may have been left by a prior tenant. He indicated that low water pressure could be actioned but appeared to be an intermittent issue. He submitted that, in relation to heating, the dwelling complied with minimum standards.

In respect of the rent review notice, he indicated that the previous managing agent should have submitted a copy of the rent review notice to the RTB but that they did not have a copy of the notice. He finally submitted that they had a good relationship with the Applicant Tenants and that the present dispute would not affect their ongoing relationship.

In respect of the RPZ calculation, he noted that it was not furnished with the papers provided to them by Occu Living Limited but the calculation was done and did accord with their calculations.

In cross-examination when asked about the inclusion of certain charges in tenancy terms of other dwellings, he noted that some dwellings were let as serviced apartments; he outlined that while some of the other dwellings in newer schemes had other amenities such as a shared gym, those were subject to extra charges.

When asked about the comparators, and when asked if they should have been shared, he accepted that they were not in the evidence before the Tribunal but noted that the RTB register was now available for public access and viewing.

Closing submissions:

The Applicant Tenant present noted that he could not comment on the comparable dwellings referred to by the Respondent Landlord's representative as they were not submitted to the RTB and should have been part of the evidence. He indicated that he only recently found out that the dwelling in question had no bathroom heating and not in compliance with minimum standards, including during

the time of submission of the notice of rent review. Further, he noted that he was in a position to provide evidence as to the temperature of the dwelling to the Respondent Landlord. When asked if he had received copies of the advertisements or the RPZ calculations when served with the rent review notice, he confirmed that everything that was in the notice he had received was submitted to the RTB as reflected on the Tribunal Case File.

The Respondent Landlord's representative noted that, on the basis of the case file, they had deemed the notice period and comparators and calculations to be valid. In respect of the maintenance, he noted that everything raised had been addressed or was in the process of being addressed or, where refused, had been explained. He submitted that the dwelling did comply with minimum standards or that they were in the process of making sure that the dwelling does comply with minimum standards.

6. Matters agreed between the parties:

The parties agreed that the address of the dwelling is Apartment 470, Wyckham Point, Dundrum, D16 NR71; that rent is currently €1,834 per month subject to the disputed rent review before the Tribunal and is up-to-date at that level; that the tenancy commenced on 26 January 2024; and that the Applicant Tenants received the notice in question on 1 December 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 therefor are set out hereunder.

Finding 1: The Tribunal finds that the notice of rent review with a date of 30 November 2025 is invalid.

Reasons: Under s. 22 of the Act as it stood at the date of the notice in this case, the setting of a rent pursuant to a review shall not have effect unless at least 90 days before the date from which the new rent is to have effect, a notice is served stating the amount of the new rent and the date from which it is to have effect "and the matters specified in subsection (2A)".

Of particular note, s. 22(2A)(f) provides that the notice, "where the dwelling is in a rent pressure zone (within the meaning given in section 19(7)), state how the rent set under the tenancy was calculated having regard to section 19(4)".

There is no calculation or statement in the notice provided in this case. The Respondent Landlord's representative noted that the calculations in question showed that the rent did not exceed the level permitted by the RPZ calculator. Be that as it may, it is a specific statutory requirement that the notice in question state how the rent was calculated.

The Tribunal has the uncontradicted evidence of the Applicant Tenant present that the notice as provided on the RTB case file was the notice as served. That notice does not include the relevant statement or calculation. The evidence of the Respondent Landlord's representative indeed appeared to accept that what was on the case file was what was furnished to them when they took over management of the dwelling; that does not include a copy of the calculation as furnished to the Applicant Tenants. That is required by the Act.

That is sufficient to dispose of the primary dispute in the present case. The notice is not valid and the rent is up to date at the existing level.

However, for completeness, a number of other matters should be addressed. The notice in this case was not accompanied by copies of the advertisements for the comparators specified in the notice. The Tribunal again has the Applicant Tenant's evidence as to this, and the acceptance by the Respondent Landlord's representative. That is not fatal to the notice (there is no requirement to serve them, even if it is best practice). What matters is that the Tribunal at this stage does not have sight of the actual advertisements used. The Tribunal thus could not have been satisfied that they were

advertisements that were active in the required period of four weeks prior to the date of service of the notice in this case. Likewise, while it appears that they were all for one-bedroom apartments in the Dundrum area, and likely of similar type and character (even if there are questions over their age and condition), and located in a comparable area, it cannot necessarily be concluded that they were of similar size. The Applicant Tenant presented submitted that the balconies in question are “notably” larger; there must be a question in any event over that. That is a relevant consideration that could have been answered with sight of the advertisements.

The question in respect of the notice period is one best left for a case where it arises as an active consideration and where it would be determinative of the dispute; it is not necessary or appropriate for this Tribunal to express any concluded views on the issue.

In respect of the maintenance of the dwelling, however, the Tribunal is satisfied that some view should be expressed. The points were raised by the Applicant Tenants not to seek damages as such, but to show the condition of the dwelling, insofar as that reflects the market rent for the dwelling. Nevertheless, the Tribunal must note that all issues as raised now appear to be actively considered and properly addressed by the current managing agent. When issues are raised, they are appropriately addressed, even if this does include stating that issues are not a matter for compliance with minimum standards. The Tribunal accepts that each issue raised has been properly addressed, on the basis of the evidence given.

As such, the only order made by the Tribunal is one to find that the notice of rent review is not valid and that the rent remains €1,834 per month.

8. Determination:

Tribunal reference TR0001630

In the matter of Jure Kopitar and Tjasa Kos, Applicant Tenants, and Hibernia Real Estate Group Limited, Respondent Landlord, the Tribunal, in accordance with s. 108(1) of the Residential Tenancies Act 2004, determines that the notice of rent review with a date of 30 November 2025, in respect of the tenancy of the dwelling at Apartment 470, Wyckham Point, Dundrum, Dublin 16, D16 NR71, is invalid, and that the rent for the dwelling remains €1,834 per month, unless lawfully varied.

The Tribunal hereby notifies the Residential Tenancies Board of this determination made on 23 June 2026.



Signed: _____
Eoin Byrne, Chairperson
For and on behalf of the Tribunal