

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: DR0006716 - TR0001641

Applicant Tenant(s):	Peter Walsh
Respondent Landlord(s):	Thomas O'Keeffe
Address of rented dwelling:	22 Douglas House, Maryborough Hill, Douglas, Cork, T12 VW60
Tribunal:	Karen Ruddy (Chairperson) Eoin Byrne, James Egan
Venue:	Virtual
Date & time of hearing:	02/07/2026 at 14:30:00
Attendees:	Peter Walsh - Applicant Tenant Thomas O'Keeffe -Respondent Landlord RTB appointed stenographer.

1. Background:

On 17/12/2025 the Tenant(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 19/03/2026. This was approved by the Board.

The RTB constituted a Tenancy Tribunal and appointed Eoin Byrne, Karen Ruddy, James Egan as Tribunal members pursuant to Section 102 and 103 of the Act and appointed Karen Ruddy 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 02/07/2026 the Tribunal convened a hearing.

2. Documents submitted prior to the hearing included:

rtb case files

3. Documents submitted at the hearing included:

none

4. Procedure:

The Chairperson opened the Hearing by asking the Parties attending the Virtual Hearing to identify themselves and to identify in what capacity each was attending the Tribunal. The Chairperson confirmed with the Parties attending 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 Respondent landlord would be invited to present his case first as the burden was on the landlord to prove why he had retained the security deposit, that the Tribunal may ask questions on the evidence and the landlord could be subject to cross examination by the tenant. The tenant would then be invited to provide his evidence, that the tribunal may ask questions and he may be subject to cross-examination by the landlord.

The Chairperson explained that at the end of this process the 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 official stenographer/recording technician present and she reminded the Parties attending 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 present that the hearing was a *de novo* hearing and 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.

The public nature of the proceedings was explained to the parties, and they were offered an opportunity to discuss settlement of the case privately between themselves. The offer was declined. The parties were affirmed.

5. Verbal Submissions:

Respondent Landlord evidence:

The landlord submitted that while the tenant is relying on clause 3 of signed lease to say that he should have his deposit paid back, the premises were not completely vacated when the tenant left, as the tenant left a lot of items behind. He said he rang the tenant on the day after he vacated and told him there were items there and asked him to have them collected. He said he then sent the tenant an email to ask him to come and collect the items and according to the conditions of the lease, the dwelling was not completely vacated.

The landlord said he did not have the case files accessible before him so he could not refer the tribunal to any pages containing receipts or photographs.

He referred the tribunal to the last case file he submitted and stated that the mattress on one bed had been changed and items were left behind. He indicated that he was claiming for missing items such as:

2 gate fobs – €110 not replaced yet

Standard lamp €70

Bedside lamps €30

Glass swans €30

Sink stopper €13

He agreed that items such as mugs, plates, wine glasses, a jug, pans, tea pots, a chopping board, and mattress covers were items which could reasonably be put down to normal wear and tear and he did not maintain his claim for reimbursement for these items.

He stated that he replaced anything that he was asked to replace during the tenancy.

He then made a claim for what he termed broken and damaged items to include:

Brush and pan set, toilet roll holder, light fitting, shower door seal, strip lights under kitchen units, and he said receipts had been provided for those. He said the biggest item was the broken light fitting.

He then referenced what he classed as other costs, to include:

The cost of Plumber to fix the heating controls, which he said he had installed 4 years ago, and they were serviced in May each year. He said he did not have the app on his phone and in any event the controls were broken and not connected onto the heating. He said he could not operate the heating system, and the plumber came out and showed him how to work it. His son got one thermostat replaced. The cost of the plumber call out was €102.

He said he was claiming for the cost of clearing a blocked kitchen sink during the tenancy, at the cost of €100 on the 25th of June 2025, as their lease agreement stipulates that the tenant is responsible for blockages to drains, under clause 14 property relating to maintenance of the dwelling, which states that the resident will be responsible for keeping drains free of clogging and will pay for clearing.

He then said he was claiming for the cost of cleaning the dwelling as the dwelling was supposed to be deep cleaned prior to the tenant vacating, but he said the photos proved that nothing was cleaned before the tenant vacated, except the oven and floors. He said all surfaces were dirty, the curtains had to be disposed of the wardrobes were not cleaned out, cigarettes butts were left behind and the bathroom remained uncleaned. He said the dishwasher was left uncleaned, and they needed to use stain block in the living area as there was significant damage caused from smoking.

He then referred to broken hooks which were adhered to the wardrobe doors and had caused damage, and he said these were not permitted by clause 13 of the lease and damage had been done when they were removed incorrectly. He wanted to be reimbursed €60 for his own time utilised in repairing these.

He referred the tribunal to the balcony door which he said was made of PVC. He told the Tribunal that the tenant had used a jam jar as an ashtray and it caught fire and it burned the PVC door. He said he has been trying to get it repaired and found only one person who said he can replace the PVC or repaint the frame. The tribunal was referred to pages 19 and 20 of case file 3 which were photos of the damaged and burnt door which the landlord said he took in the two weeks after the tenant vacated.

He said the tenant also left behind a mattress and bed frame and it cost him €60 for removal of two beds and mattresses to the dump.

He also claimed loss of rent which he said he was entitled to pursuant to clause 17 of the lease in the amount of €1969, which was rent for the period from 2nd December to 18th of January 2026. He then said the dwelling had to be painted and timberwork had to be treated. He said his son was delayed moving in as he had to get new beds in, cleaning had to be done, but the painting was completed before Christmas.

He maintained that he had posted the letter to the tenant on the date he said he did, and that he has no intention of selling the dwelling and his son lives in it now.

He disputed that the tenant used professional cleaners as he said the floors were wet and sticky and the furniture was dirty when he inspected the dwelling.

He said the tenant had not replaced the missing floor lamp and the one left behind by the tenant was inferior and it went into the bin.

He said the tenant may not remember the blocked sink in June 2025 as the tenant was away attending a funeral on that date.

In his closing submission he said he always got along well with the tenant.

Tenant Submissions:

The tenant indicated to the tribunal that he wished to make points on the landlord's evidence and documentation. He said under clause 3 of the lease agreement, the landlord was legally obliged to return the deposit or provide itemised list of deductions within 7 days of his departure on the 2nd of December 2025. He said he had contacted the landlord on the 10th of December 2025 and in an email the landlord had responded that he was keeping the deposit and that a list of deductions would be sent to the tenant in the post. He referred to a copy of the email at page 10 of case file 4, whereby he was informed that the deposit was not going to be returned.

He said while the Landlord admits that he missed the deadline set out in the lease, he then claimed he had already sent a letter in the post. He claimed breach of contract on the part of the landlord.

The tenant then made a point regarding the fact that the landlord had terminated on grounds that the dwelling was required by his son, and he said that the landlord had previously indicated that he was going to sell the dwelling.

Regarding the deposit retention he said the landlord had not submitted any proof of the damage he says was caused to the dwelling in excess of normal wear and tear and that there were no "before and after" photos submitted by the landlord. He says he is not denying that there was wear and tear caused to the dwelling over the 14-year tenancy. He said he did get professional cleaning services in and paid €200 for 2 hours for 2 cleaners and he referenced the receipt at page 22 of case file 4.

He accepted that one gate fob was missing but he said the other one was working fine and just required a new battery. He said he cannot recall what happened to the lamps but said he left a replacement one instead. He did not recall anything being wrong with the ensuite light fitting or the strip lights under kitchen units. He said he forgot some items in the dwelling but that it would have cost the landlord very little to dispose of them. He said the landlord had not mentioned any loss of rent in the emails to him.

In relation to the burn to the door frame, he gave evidence that the damage was indeed caused by cigarettes but thought it probably came in under the heading of normal wear and tear notwithstanding.

He said the landlord had failed to produce proof of some of the costs being claimed.

He disputed all costs put forward by the landlord. He indicated that the landlord had gotten new heating controls and an app on his phone installed by a company 6 or 7 years ago. He said he had shown the landlord how to use it, or it can be controlled manually.

He denied knowing anything about a blocked sink in June 2025 but said there was a sink "insinkerator" under the sink and there was never a blocked sink in the kitchen.

He denied responsibility for rust on the cooker top, and he agreed that he had removed a light bulb as it was too bright but said the light still functions perfectly. He said the dishwasher also worked fine. He agreed that he forgot to remove some adhesive hooks.

He said he had replaced a door handle after he got stuck in the bedroom but said the landlord had insisted that he fix it.

He denied removing a shade off the ceiling light.

He said he did not lose his tenancy on account of any damage having been caused to the dwelling, but that damage has been used as an excuse by the landlord.

He referred to the length of the tenancy, and said all issues raised by the landlord constituted normal wear and tear.

6. Matters agreed between the parties:

Rent: €1,257.00 per month

Deposit amount: €850.00 -retained in full by the landlord

Tenancy commencement 27/01/2012

Tenancy end date: 02/12/2025

7. Findings and reasons:

Having considered all of the documentation before it and having considered the evidence presented to it by the parties at the appeal hearing, the Tribunal's findings and reasons therefor are set out hereunder.

Finding 1:

The Applicant Tenant's claim for the return of the security deposit in the sum of €850.00 paid by him at the commencement of the tenancy at 22 Douglas House, Maryborough Hill, Douglas, Cork, in accordance with Section 12 (1) (d) of the Act, is partially upheld and the Respondent landlord shall refund the sum of €295 of the retained security deposit to the Applicant tenant within a period of 21 days.

Reasons:

Section 12(1)(d) of the Residential Tenancies Act 2004, as amended ("the Act") states:

"In addition to the obligations arising by or under any other enactment, a landlord of a dwelling shall, subject to subsection (4), return or repay promptly any deposit paid by the tenant to the landlord on entering into the agreement for the tenancy or lease"

This is subject to an exception where there are rent arrears or a breach of obligations under section 16(f) of the 2004 Act by the tenants, commonly referred to as damage beyond normal wear and tear. Section 16(f) states that a tenant has an obligation:

"Not to do any act that would cause a deterioration in the condition the dwelling was in at the commencement of the tenancy, but there shall be disregarded in determining whether this obligation has been complied with at a particular time, any deterioration in that dwelling owing to normal wear and tear, that is to say wear and tear that is normal have in regard to –

- i. *the time that has elapsed from the commencement of the tenancy,*
- ii. *the extent of the occupation of the dwelling the landlord must have reasonably foreseen would occur since that commencement, and*
- iii. *any other relevant matters."*

It is accepted that the Tenant paid a deposit of €850.00 to the Landlord at the commencement of the Tenancy, and if there is no reason offered to justify the retention of the said deposit by the Landlord, the Tenant is entitled to the prompt return of this deposit. In this case clause 3 of the lease agreement also provided for the return of the deposit within a period of just 7 days from the date the tenant vacated which was the 2nd of December 2025. In circumstances where the landlord did not return the deposit it was provided that the landlord would provide a list of deductions to the tenant within the 7-day time period allowed under the agreement. The Tribunal notes that the tenant was informed on the 10th of December 2025 by the landlord that the entire of his security deposit was being retained and that the full list of deductions was being sent via post to the tenant. The Tribunal notes that while this

response from the landlord was not strictly within the 7 day time period as set out in the agreement between the parties, the response from the landlord was prompt as required under the Residential Tenancy legislation, and in any event the dwelling had not by that date been entirely cleared of the tenant's belongings and the landlord had reasonably sent a message to the tenant, allowing the tenant a short additional period within which to clear the dwelling of his belongings. In the circumstances that the tribunal finds that the landlord acted within a reasonable time period in supplying the tenant with the list of proposed deductions from the security deposit. A minor delay does not and cannot excuse a breach of obligations or damage beyond wear and tear.

The landlord in this case has justified the retention of the entire deposit on the basis of allegations of damage he said was caused by the tenant during the tenancy in excess of normal wear and tear. The tribunal notes that the landlord conceded during his evidence that some of the items claimed for as missing or broken were items such as mugs, plates, wine glasses, a jug, pans, tea pots, a chopping board, and mattress covers, and he agreed that these were items which could reasonably be put down to normal wear and tear and he did not maintain his claim for reimbursement for these items.

He did however maintain his claim for reimbursement for the following:

2 gate fobs – €110 not replaced yet

Standard lamp €70

Bedside lamps €30

Glass swans €30

Sink stopper €13

Ensuite light fitting €100

Strip lights under kitchen units €45

Cost of Plumber to fix the heating controls €102

Cost of clearing a blocked kitchen sink - €100

Cleaning €180

Broken hooks removal €60

Burn to PVC balcony door €400

Removal of two beds and mattresses to the dump €60

Loss of rent €1969.

The Tribunal, pursuant to the provisions of the legislation, shall have regard to “*any deterioration in that dwelling owing to normal wear and tear, that is to say wear and tear that is normal have in regard to – iv. the time that has elapsed from the commencement of the tenancy,*

v. the extent of the occupation of the dwelling the landlord must have reasonably foreseen would occur since that commencement,”...

and the Tribunal particularly notes in this regard that the tenancy commenced in January 2012 and ended in December 2025. This was a lengthy tenancy, by any standards, and the Tribunal notes the concessions made by the landlord regarding some of the items claimed. In relation to the remaining items listed above the Tribunal has considered the evidence carefully, in particular the photographic evidence which was provided by the landlord, and the Tribunal allows the following deductions from

the deposit for damage it finds to have been caused by the tenant in excess of normal wear and tear –

- 1 gate fobs – €55 allowed for missing fob as the second fob was returned in working order. A worn-out battery is standard wear and tear, in respect of the second fob.
- Standard lamp €70 and bedside lamps €30 – this expense is allowed by the Tribunal as no explanation whatsoever was offered by the tenant for the missing lamps. That is not wear and tear.
- The tribunal also allows the sum of €400 deduction from the deposit with regards to burn damage caused to the PVC balcony door and the tribunal accepts the landlord's evidence that he has found someone who can repair the door for the sum of €400. The Tribunal considers this to be an entirely reasonable sum when considering the extensive damage caused to the door during the tenancy. While the tenant accepted that the damage was caused during the tenancy, he denied that it was in excess of normal wear and tear, but the Tribunal disagrees with the tenant's assessment and allows the sum of €400 for repair of the door. The Tribunal concluded that the damage in this instance exceeded deterioration beyond normal wear and tear being fire/heat damage to a fixture in the dwelling.

The Tribunal does not allow the following items to be deducted:

- Cost of clearing a blocked kitchen sink - €100 – despite the landlord's assertion that a receipt had been provided for this historical expense, no receipt was provided by the landlord and so this expense could not be vouched, and the tenant denied any knowledge of such an expense having been incurred. The onus is on the landlord to prove the expense as claimed.
- Glass swans €30 – glass can get broken over the course of a 14-year tenancy and the Tribunal does not consider this to have been damage caused in excess of normal wear and tear.
- Sink stopper €13 – everyday household items can go missing over the course of a long tenancy and the tribunal does not consider this to be damage caused in excess of normal wear and tear.
- Ensuite light fitting €100 – while the onus of proof is on the landlord in this case, no proof was provided by the landlord to prove that the tenant damaged this light fitting in excess of normal wear and tear.
- Strip lights under kitchen units €45 – while the onus of proof is on the landlord in this case, no proof was provided by the landlord to prove that the tenant damaged these strip lights in excess or normal wear and tear.
- Cost of Plumber to fix the heating controls €102 – this expense is not allowed by the Tribunal as the parties were in agreement that the heating control system was installed by the landlord's agent, and it was therefore incumbent on the landlord, and not the tenant, to ensure that the mode of operation of the system and the app were known to the landlord. It was not the tenant's responsibility to teach the landlord how to operate the heating controls. There is likewise no direct evidence from the landlord as to what thermostats were installed when the system was installed.
- Cleaning €180 – this expense is not allowed because the Tribunal considers it to be a reasonable expense to be borne by the landlord for deep cleaning of the dwelling at the end of a 14-year tenancy.
- Broken hooks removal €60 – this expense is not allowed as the landlord was claiming for his own time used in removing these items which is not reimbursable as no expense has been incurred by the landlord.

- Removal of two beds and mattresses to the dump €60 – no receipt has been provided for this alleged expenditure.
- Loss of rent €1969 – this loss is not recoverable by the landlord in circumstances where the dwelling had to be repainted in any event at the conclusion of the 14 year tenancy and the dwelling was not being offered for rent on the open market, but instead was going to be occupied by the landlord's son, and the time expended in preparing the dwelling for occupation by his son was entirely at the behest of the landlord and was not the responsibility of the tenant. It is not a loss suffered by the landlord, still less one that is recoverable.

The Tribunal notes that despite the landlord's assertion that receipts for some expenditure had been provided to the RTB, having reviewed the case files, the Tribunal could not locate any such receipts on any of the mediation or Tribunal case files.

The Tribunal finds therefore that there was some damage caused to the dwelling that was in excess of normal wear and tear, but that the dwelling should be refurbished and repaired in any event after a long tenancy, and the Tribunal accepts that the tenant did not cause all of the alleged damage in excess of normal wear and tear. The only costs allowed by the Tribunal as damage in excess of normal wear and tear are the items outlined above to the value of €555, which can be deducted from the deposit of €850 leaving a balance to be returned to the tenant of €295, and this balance should be returned to the tenant within a period of 21 days. The obligation is to return the deposit, or balance thereof, promptly; the order of the Tribunal is binding on the parties 21 days after its issue and there is no basis apparent on which to extend this time, given the relatively small amount outstanding.

8. Determination:

Tribunal reference TR0001641

In the matter of Peter Walsh (Applicant Tenant) and Thomas O'Keeffe (Respondent Landlord) and the tenancy of the dwelling at 22 Douglas House, Maryborough Hill, Douglas, Cork, T12 VW60, the Tribunal, in accordance with section 108(1) of the Residential Tenancies Act 2004, determines that:

The Applicant tenant's complaint regarding Deposit Retention in respect of the tenancy of the above dwelling, is partially upheld and the Respondent landlord shall repay the sum of €295, from the retained security deposit of €850, to the Applicant tenant within a period of 21 days of the date of issue of the Determination Order issued herein.

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



Signed:

Karen Ruddy, Chairperson

For and on behalf of the Tribunal.