

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: DR0006090 - TR0001645

Applicant Tenant(s):	Sean Murray, Aisling Judge
Respondent Landlord(s):	Sinead Ryan, Niall Bleahen
Address of rented dwelling:	10 Anglesea Mews, Anglesea Road, Dublin 4, D04X2T6
Tribunal:	Eoin Byrne (Chairperson) Anne Leech, Ciara Doyle
Venue:	Virtual
Date & time of hearing:	07/07/2026 at 14:30:00
Attendees:	For the Applicant Tenants: Sean Murray, Aisling Judge (Applicant Tenant), James Boyle (witness). There was no attendance by or on behalf of the Respondent Landlords.

1. Background:

On 25/11/2025 the Tenants made an application to the Residential Tenancies Board ("the RTB"). The matter was referred to a Mediation which took place on 13/03/2026.

Subsequently the Tenant submitted an Appeal on 20/03/2026. This was approved by the Board.

The RTB constituted a Tenancy Tribunal and appointed Anne Leech, Eoin Byrne, Ciara Doyle 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 07/07/2026 the Tribunal convened a hearing.

2. Documents submitted prior to the hearing included:

RTB case files.

3. Documents submitted at the hearing included:

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. There was no attendance at that stage by the Respondent Landlords. The Chairperson confirmed with the case officer that they were on notice of the hearing. The case officer attempted telephone contact with one of the Respondent Landlords. This was unsuccessful. As such, being satisfied that they were on notice of the hearing, and in accordance with the Tribunal procedures and rules made under s. 109 of the Act, the Tribunal determined that it was appropriate to proceed with the hearing of the Applicant Tenants' application.

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 Tenants) would be invited to present their case first, that there would normally then be an opportunity for cross-examination by the Respondent Landlords, that the Respondent Landlords would normally then be invited to present their case, and that there would then normally be an opportunity for cross-examination by the Applicant Tenants. The Chairperson noted that the process would be truncated, in the absence of the Respondent Landlords. The Chairperson explained that following this, the Applicant Tenants would be given an opportunity to make a final submission. He reminded the parties that the hearing was a *de novo* hearing.

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.

All parties intending to give evidence were affirmed.

5. Verbal Submissions:

Applicant Tenants' case:

The Applicant Tenants accepted a number of matters that appeared uncontroversial to the Tribunal, specifically that the address of the dwelling is 10 Anglesea Mews, Anglesea Road, Dublin 4, D04X2T6; that the tenancy commenced on 15 November 2024; that the rent was €2,059 per month and paid in full throughout the tenancy; that the tenancy ended on 15 September 2025; that a deposit of €2,059 was paid at the commencement of the tenancy and returned at the end of the tenancy; and that the tenancy was terminated by way of a notice of termination served on 3 September 2025 specifying a termination date of 4 February 2026, on the basis that the Respondent Landlords' daughter required the dwelling for her own occupation on an indefinite basis.

Sean Murray's evidence:

The Applicant Tenant noted that they had been served a notice of termination in respect of the dwelling as the Respondent Landlords' daughter needed their dwelling. They indicated that the notice of termination came the week after CAO offers. He outlined that the morning prior to the service of the notice, the agent had called the other tenant and outlined the intention to serve the notice. He also outlined that this came after a number of emails concerning a change in management company and a change in rules regarding their dog; he outlined that they did have rights to keep their dog. He noted

that the dog is 11 years old and they have had the dog for a number of years. He outlined that getting rid of the dog was not an option.

He noted that they heard nothing until 2 September 2025 when the agent called the other tenant and noted that the Respondent Landlords' daughter would need the dwelling due to its proximity to UCD. He outlined that he googled the Respondent Landlords' daughter's name showing that she had completed her leaving certificate in 2015 and graduated in 2019, and her LinkedIn page showed that she had just started a new sales job in September 2025 in a tech company in Dublin. He outlined that he took screenshots of that public information, finding those results by google. He noted that the Respondent Landlords had a prominent social media presence, also showing their daughter, aligning with the information on her Facebook page, as the Respondent Landlords are prominent in horse breeding.

He also noted that the second tenant's father needed to live with them for a period due to cancer treatment and the plan was for him to live with them. He indicated that due to that issue, and the need to have stable accommodation, they did not want to remain in the dwelling in this case, and they were luckily able to find alternative accommodation relatively quickly. He noted that the rent for their new dwelling is just over €400 per month more expensive. He indicated that they then informed the Respondent Landlords that they would be vacating and moved out by 15 September, before a further month's rent fell due.

He further outlined that it was after the conversation with the management company, about a week later, that they were told about the Respondent Landlords' daughter requiring the dwelling.

He indicated that he then hired a private investigator and that his work showed no one living at the dwelling, beyond someone there for one or two days.

He outlined that the second tenant also found an advert for a room in their dwelling around 9 October, as a room to rent, on Anglesea Road. He stated that the photograph used was one of the spare room in the dwelling in this case.

He outlined that a few days after the dispute was lodged, they noticed that lights came on and a car was there, after the dispute was lodged, then it was vacant again prior to the date of mediation, and occupied again thereafter.

He submitted that he had strong grounds to believe that the notice of termination was signed on false grounds.

He noted that they handed back the keys on 15 September 2025. When asked if the dwelling had been occupied after the date of termination on the notice of 4 February 2026, he indicated that they were not closely watching the dwelling and noted that someone was there more recently.

He also noted that they had to hire two vans to move belongings and further that they had to hire cleaners to clean the dwelling, given the short notice prior to occupation.

He further noted that the new dwelling is equally close to his work but further for the second tenant, who is now required to drive to work. He noted that the deposit was returned after about three weeks. He also stated that the new dwelling has older fittings and tighter spaces, with less storage, but does have a private garden.

He further indicated that the private investigator had tried to make deliveries to the dwelling over the two months in question but had not been able to do so, as no one answered the door.

Aisling Judge's evidence:

The Applicant Tenant noted that they had found their new accommodation on 3 September 2025 and emailed the agent on 5 September, outlining their intention to vacate on or before 15 September.

When asked if she had been surprised to receive the notice of termination, she indicated that she was, and that the agent had called her, and she assumed he was calling in response to her email about the dog; she noted that there were emails between 15 and 22 August in that respect. She outlined that a family friend, a solicitor, had helped her to draft the last email she had sent, to which she had not received a response at that time. She indicated that she had been busy at the time and called him back and that was when the agent outlined the issue with the Respondent Landlords' daughter. She noted that the agent also offered to help them find alternative accommodation and stated that the issue with the dog was unrelated to the termination of the tenancy.

She noted that her dog is a small terrier; she indicated that the lease was amended to reflect this. She indicated that the clause was added to the lease; she outlined that they had not been willing to sign the lease without that clause being added. She also outlined that she also took a dog home from her own work in a veterinary hospital around that time also but that that dog was with her at all times, even when in work and travelling to her parents' home. She outlined that when the issue was raised with that dog, that dog was rehomed straight away. She indicated that they were also managing a difficult and busy time, given her family circumstances at the time.

In respect of the advertisement for the room in the dwelling, she indicated that she saw it on 9 October. She outlined that there was something that had struck her as not right, and she had a suspicion when speaking with the letting agent, and she used to search to see if the dwelling was advertised. She noted that when she saw the advertisement, and tried to click into it, the advertisement had already been taken down. She outlined that the advertisement was only for one room, not the whole dwelling, and did not use the full address.

James Boyle's evidence:

The witness outlined that he is a licensed private investigator and that the Applicant Tenants told them their story. He indicated that they appeared to feel hurt by the way they were treated and asked him if he could confirm if the building was being used as he was told it would be used. He noted that he has a friend in the same development and he would normally be there a couple of times a week. He outlined that over two months he checked the dwelling about 30 times and with the exception of two days, where a car was parked outside and lights were on in the dwelling, on 23 and 24 October, he was not otherwise able to determine any other occupancy of the dwelling. He noted that the complex in question is to a high standard. He outlined that the entrance to the apartment, however, had cleaning buckets and car seats inside, and the door was covered in dust and dirt, leaving him with no question that the dwelling was not being inhabited.

When asked if he had noted anything since October or November, he noted that he the job had finished in November but that he was not paying attention since, and the job was no longer any concern to him. He outlined that it was perhaps the case that since then it was no longer as little used as before and he may have seen lights on since.

Closing submissions:

The first Applicant Tenant submitted that the termination added stress and disruption at an already difficult time. He noted that they were seeking compensation for their moving costs and an acknowledgement of the difficulty that the termination caused them. He indicated that they were not seeking significant compensation but all he wanted was acknowledgment of the difficulty in question. He noted that if they could choose between monetary compensation and an acknowledgement of the difficulty caused, he would choose the latter. He accepted that they would not want to reoccupy the dwelling in any event; the second Applicant Tenant noted that they were lucky to be able to find a

replacement dwelling in short order and they were happy to leave quickly and would not want to move back in. She also indicated that they had redirected post on moving out.

Respondent Landlords' case:

The Respondent Landlords were not present and no further evidence was submitted by them, beyond the contents of the Tribunal case files.

6. Matters agreed between the parties:

In the absence of the Respondent Landlords, it was not possible to mark any matters as agreed.

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.

Findings: The Tribunal finds that the Applicant Tenants were unjustly deprived of possession of the dwelling in question such that they are entitled to damages; the Tribunal awards €837.90 in this respect.

Reasons: This case concerns an allegation of unjust termination of the tenancy. The primary contention is that the tenancy was terminated on spurious grounds. The notice in this case specified that the Respondent Landlords required the dwelling for their daughter's use. In this respect, a tenant may bring a case under s. 56(1)(c)(ii) of the Act where "the occupation by the person concerned does not take place within a reasonable time after the service of the notice of termination". Where that applies, as provided for by s. 56(2), a tenant may make a complaint that they have "been unjustly deprived of possession of the dwelling concerned by the landlord". The Tribunal may, under s. 56(3), if "it considers it proper to do so" award damages for that deprivation of possession.

The claim in this case is that the Applicant Tenants had written permission to keep their dog in the dwelling, the letting agent attempted to withdraw that permission on behalf of the management company, the Applicant Tenants objected, the notice of termination was then served, and the Respondent Landlords' daughter did not move into the dwelling at any stage, and the Applicant Tenants have been unjustly deprived of possession of the dwelling.

The lease in the question allowed for the Applicant Tenants to have a dog; the lease stated that written consent was required but that "In this case permission has already been granted", at clause 3.16.

The first matter to note in this case is that the Tribunal is satisfied that the Applicant Tenants only vacated the dwelling due to the service of the notice of termination. While they vacated a number of months before it expired, that is entirely understandable, given the difficulties in finding alternative accommodation. That is especially the case as they have a dog. Their own personal family circumstances also meant that they had incentive to take whatever property they could get. The Tribunal thus accepts that they left because of the service of the notice of termination.

The Tribunal also finds that there is no evidence to say that the Respondent Landlords' daughter ever occupied the dwelling. The evidence before the Tribunal, while hearsay, is that the Applicant Tenants were told that she required the dwelling as she was due to commence studying in UCD, but also that the person in question had graduated university and commenced a new job around the time of the notice in this case. The Respondent Landlords were on notice of this dispute. The Applicant Tenants' evidence was that that information was publicly available.

While there is some question over whether the dwelling was occupied on or after 4 February 2026 (i.e. the termination date in the notice), the Tribunal cannot accept that it has been occupied by the Respondent Landlords' daughter. That is a matter within their ability to obtain evidence; again, they did not attend, and there is no evidence as to who occupied the dwelling. They were on notice of the

nature of the dispute. The Tribunal thus has no basis to find that the dwelling was occupied by their daughter at any stage.

The Tribunal must find, in all the circumstances, that there was an ulterior motivation in the service of the notice of termination, in particular given the emails on file from very shortly before the service of the notice in respect of the dog, when coupled with the hearsay evidence as to the Respondent Landlords' daughter. All that being the case, the Tribunal can only find that the Applicant Tenants were unjustly deprived of possession of the dwelling and that they should be entitled to damages. Where they do not wish to retake occupation of the dwelling, that should not be awarded.

The Applicant Tenants have submitted receipts in respect of vehicle rental and cleaning expenses, totalling €337.90. Beyond that, the Tribunal must consider the general inconvenience they have suffered. The Tribunal must also consider that they were deprived of the benefit of a part four tenancy of unlimited duration, albeit of course they should now have a similar tenancy in their new dwelling. The Tribunal likewise must consider the increased inconvenience in their new dwelling being further from work for one of the Applicant Tenants, along with the rent being over €400 per month more.

These factors would normally be reflected in an award of substantial damages. However, the Applicant Tenants very fairly noted that they were not seeking substantial damages, more the costs of moving plus an acknowledgment of the breaches of obligation by the Respondent Landlords. The Tribunal is satisfied that that can be reflected by an award of damages of €500 in addition to the moving costs outlined.

In respect of the time to be given for payment of this sum, the Tribunal must allow a minimum of 21 days. There is no basis to allow any longer period, given the right of the Applicant Tenants to a prompt remedy.

8. Determination:

Tribunal reference TR0001645

In the matter of Sean Murray and Aisling Judge, Applicant Tenants, and Sinead Ryan and Niall Bleahen, Respondent Landlords, the Tribunal, in accordance with s. 108(1) of the Residential Tenancies Act 2004, determines that the Respondent Landlords shall pay to the Applicant Tenants the sum of €837.90 by way of damages for unjustly depriving the Applicant Tenants of possession of the dwelling at 10 Anglesea Mews, Anglesea Road, Dublin 4, D04X2T6, to be paid within 21 days of the date of issue of the determination order of the Board.

The Tribunal hereby notifies the Residential Tenancies Board of this determination made on 13 July 2026.



Eoin Byrne
Chairperson

For and on behalf of the Tribunal.