

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: DR0006120 - TR0001646

Applicant Tenant(s):	Varun Hari, Mishi Chandrakar
Respondent Landlord(s):	Gracanica Limited
Address of rented dwelling:	13, 34 Frederick Street North, Dublin 1, D01X2Y4
Tribunal:	Dairine MacFadden (Chairperson) John Keaney, Karen Ruddy
Venue:	Virtual
Date & time of hearing:	25/06/2026 at 10:30:00
Attendees:	For the Applicant Tenants ("the Tenants"): Varun Hari, Mishi Chandrakar For the Respondent Landlord ("the Landlord"): Sunny Fahim of Reliance Property Consultants.

1. Background:

On 26/11/2025 the Tenants(s) made an application to the Residential Tenancies Board ("the RTB"). The matter was referred to a Mediation which took place on 16/03/2026.

Subsequently the Tenant(s) submitted an Appeal on 22/03/2026. This was approved by the Board.

The RTB constituted a Tenancy Tribunal and appointed Dairine MacFadden, John Keaney, Karen Ruddy as Tribunal members pursuant to Section 102 and 103 of the Act and appointed Dairine MacFadden 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 25/06/2026 the Tribunal convened a hearing.

2. Documents submitted prior to the hearing included:

See under "Procedures" below.

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 Landlord's representative confirmed the name of the Landlord and that he had authority to represent it.

The Chairperson asked the parties to confirm that they had received the relevant Tribunal Case Files from the RTB in relation to the case, Tribunal Case File 1 (TCF1), 20 pages, TCF2, 4 pages, TCF3, 13 pages. The parties were also asked to confirm 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 Tenants would be invited to present their case first; that there would be an opportunity for cross-examination by the Landlord's representative; that the Landlord's representative would then be invited to present the Landlord's case and that there would be an opportunity for cross-examination by the Tenants. 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 oath or 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 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.

The parties were affirmed.

5. Verbal Submissions:

TENANTS

The Tenants gave evidence that they occupied a bedroom on the third floor of the property at 34 Frederick St. North, D1. They understood that there were approximately 10 to 12 residents in the property. The room had no en-suite or other facilities. They shared a communal kitchen located in the basement, six bathrooms accessible to all residents including the one on their floor, and two washing machines, one in the basement and one located between the ground and first floors.

The Tenants stated that the agreed monthly rent at the commencement of the tenancy was €1,300, which included an amount of €200 in respect of utility bills. The rent was paid monthly in cash, in advance. They referred to the email of 31 October 2024 contained at page 7 of Tribunal Case File.

The Tenants said that on 14 April 2025 the Landlord's representative emailed all residents advising that utilities would no longer be included in the rent, due to increased utility costs and stating that each floor which had two rooms had its own prepay power meter which could be shared between the residents on that floor and that the common areas would be managed by the Landlord with bills and meter readings issued bimonthly and equally divided between the number of tenants.

They said that their rent was subsequently reduced to €1,100 per month with effect from 1 May 2025. They did not subsequently receive copies of utility bills or any calculation of the amounts payable for the common areas.

In relation to the hot water supply, the Tenants stated that the bathroom on the third floor did not have an electric shower and relied on the central boiler serving the building. They said that, apart from two bathrooms fitted with electric showers, all other bathrooms depended on the boiler. They gave evidence that from approximately 19 November 2024 until after 9 January 2025, when the boiler was replaced, they experienced significant difficulties accessing hot water. They stated that with approximately 12 residents in the property, there was considerable demand for the two

bathrooms with electric showers, making access for showering before going to work particularly difficult.

The Tenants also gave evidence regarding the management of household rubbish. They stated that there were two bins in the communal kitchen and that a person attended weekly to collect rubbish. They said that on collection days, the rubbish was emptied onto the kitchen counter for sorting before being placed into refuse bags, and on one occasion they observed maggots on the kitchen counter.

The Landlord's representative did not cross examine.

In closing submissions, the Tenants sought the return of the balance of their deposit as no clear explanation or calculation for its retention had been provided and the Landlord had not discharged the burden of proof. They also sought compensation in respect of the interruption to the hot water supply, together with such further relief as the Tribunal considered appropriate.

LANDLORD

The Landlord's representative confirmed that the property comprised shared accommodation and accepted that the occupants were tenants.

In relation to the utilities issue, he said that after the first six months, due to excessive general usage, it was no longer financially viable for the Landlord to continue to pay the utilities, and a new arrangement was required. He had difficulty getting bills for the common areas as there were two different companies involved. He was of the view that the Landlord was justified in retaining the balance of the deposit (€400) on the basis that as the Tenants had been paying €200 per month for utilities up to 1 May 2025, that their share of the utilities would come to at least the sum of €400 for the period thereafter, up to the time the tenancy ended.

In relation to the hot water supply, the Landlord's representative accepted that problems had arisen from time to time due to water pressure and excessive use issues. He stated that reported problems were addressed as they arose, that it took time to investigate the cause of the problem and engage plumbers, and that a decision was ultimately taken to install a larger boiler and upgrade. He stated that two bathrooms fitted with electric showers remained available for use by all residents throughout.

In relation to rubbish collection, the Landlord's representative stated that a person attended weekly and accepted that rubbish had at times been emptied onto the kitchen counter for sorting because residents had not properly separated recyclable waste. He said that following complaints, he instructed the person to discontinue that practice. He also stated that the common areas of the property were cleaned weekly.

In his closing summary, he accepted that the balance of €400 of the Tenants' deposit should be returned but reserved the right to seek the utilities costs. He opposed the claim for compensation, submitting that maintenance issues had been addressed as they arose and that reasonable steps had been taken to remedy the problems encountered. He confirmed that there were no rent arrears outstanding and accepted the Tenants' Notice of Termination.

Under cross examination by the Tenants, he accepted that the Tenants were not the only parties complaining about the lack of hot water in the building.

Under questioning by the Tribunal, the Landlord accepted that he had not produced the utility bills and that he would, when he had all the bills to hand, be calculating the equitable portion which each tenant would be required to pay.

6. Matters agreed between the parties:

Before inviting the parties to make their submissions the following matters were agreed:

1. The address of the dwelling is 13, 34 Frederick Street North, D01X2Y4.
2. The tenancy commenced on 1 November 2024.
3. A Notice of Termination was served by the Tenants on the Landlord's representative with a service date of 2 September 2025 stating a termination date of 1 October 2025.
4. The tenancy terminated on 1 October 2025.
5. The rent at termination was €1,100 per month payable in advance. There were no arrears.
6. A deposit of €1,100 was paid of which €400 has been retained by the Landlord. (€700 refunded).

7. Findings and reasons:

FINDING 1. The Tenants' application for the return of the balance of the deposit paid in the sum of €400 is upheld. The Landlord shall repay the sum of €400 to the Tenants within 7 days of the date of the issue of the Determination Order.

REASONS:

Section 12(1)(d) of the Residential Tenancies Act 2004, as amended ("the Act") places an obligation on a landlord, subject to subsection (4), to return or repay promptly to the tenant the deposit paid by the tenant at the commencement of the tenancy. Section 12(4) provides that a landlord may retain all or part of a deposit only where this is justified by reference to one or more of the statutory grounds set out in that subsection.

In the present case, it was accepted by the Landlord that there were no rent arrears outstanding. There was no claim in respect of damage to the dwelling or any other breach of the tenancy, other than the issue of the Tenants' liability for a contribution towards utility charges relating to the common areas.

The Tribunal notes that the Landlord accepted in evidence that copies of the utility bills had not been furnished to the Tenants during the tenancy or following its termination. The only documentation produced was furnished on the day prior to the hearing before the Tribunal.

The Landlord further accepted during the hearing that he was still awaiting a further utility bill and that he had not yet finalised either the total amount claimed in respect of the common area utilities, the proportion alleged to be payable by each of the occupiers of the building in which the dwelling is located (including the Tenants), or the methodology by which that proportion was calculated.

The burden of establishing an entitlement to retain all or any part of a tenancy deposit rests upon the Landlord. The applicable standard of proof is the balance of probabilities. On the evidence before it, the Tribunal is not satisfied that the Landlord has discharged that burden. In particular, the Landlord's own evidence was that the relevant calculations had not been completed and that the amount attributable to these Tenants had not yet been determined.

Accordingly, the Tribunal directs that the balance of the Tenants' deposit be repaid.

For the avoidance of doubt, the Tribunal makes no finding as to whether the Tenants are or are not liable to make any payment in respect of outstanding utility charges for the common areas. That issue has not been determined by this Tribunal and remains open for resolution by agreement between the parties or failing agreement, in a separate dispute resolution process in the RTB. For that reason, this determination intentionally does not set out all the evidence relating to the utilities dispute but refers only to such evidence as is necessary to explain the Landlord's reliance upon that issue as a basis for retaining the balance of the deposit.

FINDING 2. The Tenants' application alleging a breach by the landlord of section 12(1)(b) of the Act is not upheld.

REASONS:

Section 12(1)(b) of the Act requires a landlord to maintain the dwelling in a proper state of structural repair and to comply with the obligations imposed by section 18 of the Act regarding the condition of the dwelling.

The Tribunal notes that the complaints advanced under this heading related principally to interruptions to the hot water supply and to the way rubbish was dealt with in the communal kitchen.

In relation to the hot water supply, the Tribunal accepts that difficulties were experienced during the tenancy. However, having considered all the evidence, the Tribunal is not satisfied, on the balance of probabilities, that the Tenants have established that the interruptions amounted to anything other than intermittent problems arising from the operation of the boiler or that the Landlord failed to respond to those issues within a reasonable period.

The Landlord's representative gave evidence that the reported defects were investigated as they arose, that plumbers were engaged to identify the cause of the recurring problems, and that it ultimately became necessary to replace the existing boiler with a larger unit. The Tribunal accepts that the investigation, procurement and installation of a replacement heating system required a period of time and is not satisfied that the period taken, being approximately two months, constituted an unreasonable delay in the circumstances of this case.

The Tribunal further notes that, during this period, two bathrooms fitted with electric showers remained available for use by all residents. While the Tribunal accepts that this caused inconvenience to the Tenants, particularly having regard to the number of occupants in the building, it is not satisfied that the level of inconvenience established by the evidence, viewed in the context of the Landlord's ongoing efforts to investigate and remedy the problem, amounted to a breach of the Landlord's obligations under section 12(1)(b) of the Act such as would warrant an award of compensation under section 115 under the Act.

In relation to the complaint concerning rubbish management, the Tribunal notes the evidence that rubbish was, on occasion, emptied onto the kitchen counter for sorting. The Landlord's representative accepted that this occurred and gave evidence that, upon receiving complaints, he instructed the person doing this to discontinue the practice. The Tribunal is not satisfied that this issue, viewed either in isolation or together with the other matters complained about, establishes a breach of the Landlord's statutory obligations under section 12(1)(b).

Accordingly, this aspect of the Tenants' application is not upheld.

8. Determination:

Tribunal reference TR0001646

In the matter of Varun Hari and Mishi Chandraker, Applicant Tenants, and Graconica Limited, Respondent Landlord, the Tribunal in accordance with s. 108(1) of the Residential Tenancies Act 2004 as amended, determines that:

1. The Applicant Tenants' application, regarding partial deposit retention, in respect of the former tenancy of the dwelling at 13, 34 Frederick Street North, Dublin 1, D01X2Y4, is upheld. The Landlord shall pay the sum of €400, being the balance of the unjustifiably retained security deposit of €1,100, to the Tenants within 7 days of the date of the issue of the Determination Order.

2. The Tenants' application alleging a breach by the landlord of section 12(1)(b) of the Act in respect of the former tenancy of the subject dwelling is not upheld.

The Tribunal hereby notifies the Residential Tenancies Board of this determination made on 25 June 2025.



Signed: _____

Dairine Mac Fadden, Chairperson

For and on behalf of the Tribunal