Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: DR0002149 - TR0001653

Appellant Tenant(s):	Priscilla Ryan
Respondent Landlord(s):	Robert Troy
Address of rented dwelling:	Apartment 2, 4 Mary Street, Mullingar, Westmeath, N91AY81
Tribunal:	Hugh Markey (Chairperson) Anne Leech, Helen Claire O'Hanlon
Venue:	Virtual
Date & time of hearing:	15/07/2026 at 10:30:00
Attendees:	For the Appellant Tenant: Priscilla Ryan Cllr. Julie McCourt, Appellant Tenant's Witness Neasa Brennan, Threshold, Appellant Tenant's Representative For the Respondent Landlord: Adam Dunnne, Egan Auctioneers, Respondent Landlord's Representative; John Shaw, Egan Auctioneers, Respondent Landlord's Representative

1. Background:

On 17/07/2025 the Tenant(s) made an application to the Residential Tenancies Board ("the RTB"). The matter was referred to an Adjudication which took place on 16/02/2026.

Subsequently the Tenant(s) submitted an Appeal on 24/03/2026. This was granted by the Board.

The RTB constituted a Tenancy Tribunal and appointed Anne Leech, Hugh Markey, Helen Claire O'Hanlon as Tribunal members pursuant to Section 102 and 103 of the Act and appointed Hugh Markey 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 15/07/2026 the Tribunal convened a hearing.

2. Documents submitted prior to the hearing included:

RTB Case Files & Adjudication Report

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 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. He stated that the Appellant's evidence would be heard first and that the Respondent’s representative could cross examine this evidence if they wished. He said that the Respondent’s representative could then give their evidence and could be cross examined by the Appellant’s representative. Following this the parties would be given an opportunity to sum up their case.

The Chairperson stressed that all evidence would be taken by way of affirmation and recorded by the official recording technician present, and he also advised the parties that this was the only recording of the proceedings which was permissible. He 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.

The Chairperson also reminded the parties that as a result of the hearing that day, the Board would make a Determination Order which could be appealed to the High Court on a point of law only.

The Chairperson offered the Parties an opportunity to have a ‘without prejudice’ conversation, in the absence of the Tribunal. The opportunity was availed of but was without agreement being reached. The parties giving evidence then made an affirmation.

During the Hearing, it was established that the matter of rent arrears, having been resolved, was no longer an issue, and the Tribunal was not required to deal with this aspect of the Appeal.

5. Verbal Submissions:

Appellant Tenant’s Evidence:

The Appellant Tenant (hereafter the Tenant) began by outlining to the Tribunal that issues had begun in 2021, shortly after the tenancy commenced. The primary one was to do with the oven, which she said had melted. She said that various other issues had arisen and some were rectified including a broken door; sink (now fixed); cooker hood (fixed); an issue with the freezer door and that the kitchen floor covering was stuck down with duct tape. She said the cooker had been replaced recently. She claimed there was no fire exit/fire escape. Further, she said there was no fire extinguisher and that water lodged under the shower tray. She said that when the sink was being fixed, a pipe had been left across the worktop to discharge into the sink.

She said the frame of the entrance door was rotten. She explained that a window lock had been fixed but the window was still draughty, and there was grass growing through the gaps. She explained there were holes where the heaters had fallen off the wall, the outside yard was a ‘death trap’ as it was covered in moss and was a slip hazard and there was a smell from the shore. She said the water occasionally had ‘black flaky stuff’ coming from the pipe.

She explained that she was emotionally and physically drained. She suffered a stroke and had to quit her part time job as a result, due to the stress. This was as a result of photographs of her family and personal information appearing in a Daft listing for the sale of the property containing the Dwelling. She said she had not realised the reason for the photographer’s visit and had ‘stepped out of the flat’, as requested. This breach of her privacy had caused tensions in her family resulting in her not being able to see her grandchildren. She had lost contact with her family.

She said she had asked the agents to remove the advertisement, but it remained on their website.

She explained that when she complained to the Landlord about issues, she was told to deal with the managing agents, this was circa 2021. She was told they would arrange to get things fixed. She said she had recently received a fire blanket, and a new cooker had been supplied. She went on to say that it had taken two years to have the leak in the washing machine and window lock fixed.

She explained the issue with the meter for the common area being in her name with Prepay Power. She learned this when she received bills from the supplier although she said this was the Landlord's responsibility. She established this from the meters and communicating with the suppliers. While this had taken her three weeks, she said the agents told her matters had been resolved. She blamed this issue for the credit union turning her down for a loan. In response to queries from the Tribunal, she accepted that the provider had not pursued her for the supposed debt nor was this cited as a reason for the loan refusal.

Ms. McCourt then wished to give evidence and was affirmed.

She explained that on one occasion the fire brigade had been called to the block, the Tenant's flat is the middle of three and it was noted there is a single means of escape and there was no fire extinguisher. She said the front door did not self-close and was regularly left open.

The Tenant explained that she missed several appointments due to contractors sent by the agents not turning up. She had suffered anxiety and panic attacks. She felt bullied.

She said that when she received the Notice of Termination (for rent arrears) in July 2025 she felt isolated and was hospitalised due to stress – she attended three different hospitals. She said that all tenants were told they would have to vacate the property. This was in 2025.

She said there were certain allegations made about her by a named individual from the managing agent, but these events were untrue and had never happened.

When asked as to what it was that she was asking of the Tribunal, she said she wanted an apology and monetary compensation.

She explained that she had been told not to use the cooker, she had bought a microwave and could boil a kettle. She said the cooker had been fixed previously but did not work properly. A new cooker had been installed recently.

Cross examination of the Tenant: None

Respondent Landlord's Representatives' Evidence/submission:

Mr. Shaw explained that the firm acted as managing agents for approximately 150 properties and was a professional organisation.

Mr Dunne had day to day responsibility and explained that the block of 3 apartments had been fully renovated in 2020, complete with all new 'white goods' with the tenants taking up occupation in September of that year. He explained the Tenant moved to her current accommodation from another flat in the property in 2021.

He said his firm attempted to resolve any issues as they arose, he submitted that the issue with the electricity provider was outside their control, the issue was with the provider.

He said the Tenant's assertion that they had been told they would have to vacate was 'completely false'. The only occasion was when a notice of termination had been served over rent arrears, but that matter had been resolved.

He explained that the Gardai had been called to the property due to another tenant's antisocial behaviour involving a late-night party.

He said that two new fridge freezers had been supplied to the dwelling, the most recent being in March 2024. He explained that a small plastic element was broken.

He maintained that their contractors were always timely with appointments, reiterating they managed 150 properties and used the same trades persons.

He confirmed they dealt with the issues raised in the local authority 'improvement notice; the Tenant had removed the evacuation plan from the back of the door; she was told to replace it.

As regards the washing machine, he said this required a small part and would be fitted within days.

Turning to the freezer, he said he had tried to source a part, a small plastic component which did not affect the performance of the freezer.

He did not accept that the tenant was without a cooker for two years, accepting that it may have been three or four months, maximum.

He recited a list of repairs carried out in the Dwelling including the replacement of the fridge, plumbing work, the servicing and repair of windows in early 2026; the washing machine which was repaired in May 2026, noting that it was new in 2020. A new cooker was supplied in June 2026.

He said they dealt with issues as they arose, but sometimes delays were caused by a difficulty in sourcing parts.

He said the kitchen floor was installed in 2020 and was laminate. The issues with the floor were never reported to him.

He had no record of any issues with the shower tray. As regards the pipe across the draining board, the registered contractor explained that the pipe could not be discharged externally and the only solution was to bring it across the draining board into the sink.

As regards the yard, he said it had been cleaned, as was the blocked drain. These matters had not been raised with them.

Regarding the door, he said it was not rotten and the draught issue had been resolved by installing a draught excluder.

He said the window lock was fixed on 14 January last and the matter of holes in the walls had not been raised with the agents at the time of the last inspection in February 2026.

When asked by the Tribunal as to whether he was denying that here had been a breach of landlord obligations, he responded by saying there is an onus on the Tenant to keep the Dwelling in good condition; the number of issues raised greatly exceeded the norm and were certainly far more than from either of the other two apartments in the building.

Finally, he said theirs was a professional company and they tried not to cause stress, the majority of the issues had been rectified.

Cross Examination of the Landlord:

Ms. McCourt enquired as to the local authority inspections and repetitive issues. Mr Adams responded by saying that issues identified in the reports were dealt with as they arose.

The Tribunal asked whether the other flats were also inspected by the local authority, to which he responded that they were, and only minor issues were identified.

Closing Submissions:

Appellant Tenant: On behalf of the Tenant, Cllr. McCourt said that what was sought was for a financial contribution to be made (to the Tenant) and for the matters to be addressed.

Respondent Landlord: Mr. Dunne, in closing, stated that they took their role seriously as was shown by the evidence. They were happy to apologise, if the Tenant deemed that appropriate. He said his firm would do whatever was needed, within reason, on an ongoing basis.

6. Matters agreed between the parties:

Address of the Dwelling: Apartment 2, 4 Mary Street, Mullingar, Westmeath, N91AY81,

Tenancy Commenced: 1st August 2021

Rent: €730.00pm

Deposit €730.00

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 finding, and reasons therefor, are set out hereunder.

7.1: Finding: The Appellant Tenant's claim against the Respondent Landlord for breach of landlord obligations pursuant to Section 12(1)(b) of the Act is upheld, and the Appellant is awarded damages of €500 for this breach.

Reasons:

Obligations of repair and maintenance are imposed on landlords mainly through statute. The Residential Tenancies Act 2004 (as amended) applies to the tenancy in this case. Important statutory provisions regarding a landlord's obligations of repair and maintenance are also contained in Section 18 of the Housing (Miscellaneous Provisions Act) 1992 which empowers the Minister to make Regulations prescribing standards for houses. The Housing (Standards for Rented Houses) Regulations 2019 were made under Section 18 of the 1992 Act. The 2019 Regulations impose obligations on landlords in respect of repair, maintenance and condition of a rented dwelling. The Residential Tenancies Act 2004 also imposes repair and maintenance obligations on landlords with respect to the structure and interior of a dwelling. The standards prescribed by the Residential Tenancies Act 2004 and Regulations made under Section 18 of the 1992 Act are the minimum standards that must be complied with by landlords. Section 12(1)(b) of the Residential Tenancies Act 2004 states that a landlord must carry out to: "the interior of the dwelling all repairs and replacement of fittings as are from time to time necessary, so that the interior and fittings are maintained in the condition they were in at the commencement of the tenancy and in compliance with any statutory standards prescribed" (Tribunal emphasis). The Tribunal is satisfied, on the evidence presented at the Hearing, that the Respondent Landlord, through his managing agents, was aware that the Dwelling was lacking a functioning oven for a period of at least 3 months. While there was a conflict of evidence as to the period over which the Dwelling lacked a functioning oven, with the Appellant Tenant maintaining that the period was longer (2 years), in either event, there was a clear breach of the Regulations and the Tribunal finds that the appropriate quantum of damages to reflect this breach is €500.

As regards the other complaints by the Appellant Tenant as to breaches of landlord's obligations in respect of ongoing repairs to the Dwelling, the Tribunal heard from the managing agents that they attempted to deal with each issue reported to them as they arose, whether this was by way of a local authority housing inspection or otherwise. The Tribunal accepts, on the balance of probabilities that the agents had either not been made aware of certain matters, as was their evidence, or in other instances the works were carried out in a timely manner, other than the replacement of the oven which

took place in June 2026. The Tribunal accepts the uncontested evidence of the Respondent Landlord's representatives that the Dwelling was fully renovated in 2020, at which time, new electrical appliances were installed.

The Tribunal notes that the Appellant Tenant claimed a further breach of landlord obligations insofar as she was not allowed peaceful occupation of the Dwelling. This claim arose due to the publication of internal photographs of the Dwelling from which it was apparently possible to identify individuals and personal information. These photographs were taken in connection with the proposed sale of the building which includes the Dwelling. This is an issue relating to privacy and data protection. The Tribunal has no jurisdiction to make findings in respect of any such complaints or disputes and for the avoidance of doubt no such findings are made. The Tribunal's function, being an entity independent of the RTB, is to adjudicate upon disputes that arise in the context of a landlord and tenant relationship, and the Tribunal is tasked with determining whether or not provisions of the Residential Tenancies Act have been breached in the circumstances as presented by the Parties. Therefore, in this regard and as set out above, the Tribunal is not satisfied, in this particular regard, that the Respondent Landlord has breached his obligations in accordance with the Act.

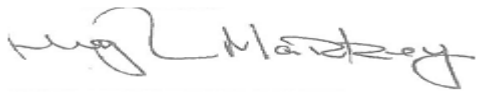
8. Determination:

Tribunal reference TR0001653

In the matter of Priscilla Ryan [Appellant Tenant] and Robert Troy [Respondent Landlord] the Tribunal, in accordance with section 108(1) of the Residential Tenancies Act 2004, determines that:

The Respondent Landlord shall pay the total sum of €500 to the Appellant Tenant, within a period of 28 days of the date of issue of the Order. This sum represents damages for breach of landlord obligations under Section 12(1)(b) of the Residential Tenancies Act, 2004, in respect of the tenancy of the Dwelling at Apartment 2, 4 Mary Street, Mullingar, Co. Westmeath N91AY81.

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



Hugh Markey, **Chairperson**

For and on behalf of the Tribunal