

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: DR0006581 - TR0001722

Applicant Tenant(s):	Gareth McKendry
Respondent Landlord(s):	Anthony Cox
Address of rented dwelling:	2 Barrys Court, Termonbarry, Roscommon, N39DT28
Tribunal:	Healy Hynes (Chairperson) Michael Valleley, Helen Claire O'Hanlon
Venue:	Virtual
Date & time of hearing:	29/06/2026 at 14:30:00
Attendees:	For the Applicant: Gareth McKendry (Applicant Tenant), Bernadette Brady (Applicant Tenant) For the Respondent: Anthony Cox Jnr (Respondent Landlord)

1. Background:

On 12/12/2025 the Tenant(s) made an application to the Residential Tenancies Board ("the RTB"). The matter was referred to a Mediation which took place on 02/03/2026.

Subsequently the Tenant(s) submitted an Appeal on 03/04/2026. This was approved by the Board.

The RTB constituted a Tenancy Tribunal and appointed Healy Hynes, Michael Valleley, Helen Claire O'Hanlon as Tribunal members pursuant to Section 102 and 103 of the Act and appointed Healy Hynes 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 29/06/2026 the Tribunal convened a hearing.

2. Documents submitted prior to the hearing included:

RTB Case Files.

3. Documents submitted at the hearing included:

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; that the Tribunal was a formal procedure but that it would be held in as informal a manner as was possible; that the party who had applied to the Tribunal (the Applicant Tenants) 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 would then be invited to present their case, and that there would be an opportunity for cross-examination on behalf of the Applicant.

The Chairperson explained that following this, both parties would be given an opportunity to make a final submission.

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 [reference section 123(3) of the 2004 Act].

The Tribunal asked the parties did they wish to have a discussion around reaching an agreement; the terms of which may be adopted by the Tribunal as part of its order and remain private between the parties. The opportunity was not availed of. All parties giving evidence were affirmed.

5. Verbal Submissions:

Applicant Tenants' Case:

The First Named Applicant Tenant, Mr McKendry, gave evidence that he and his family moved into the dwelling in 2019. He stated that, after taking up occupation, he discovered that the Landlord did not have authority to deal with the dwelling, as a receiver had been appointed over the property.

Mr McKendry stated that the tenancy had originally been created by way of a lease. He had understood his tenancy to be with Mr Tony Cox Snr, although he accepted the lease was in the name of Jerry Cox, who he understood to be one of the Landlord's sons. He further stated that he required a new lease for the purposes of HAP, but that no new lease was provided to him. He said that, from that point onwards, correspondence began arriving at the dwelling addressed to "the Occupant". He stated that he brought this correspondence to the attention of the Landlord and that the letters were sent on to the Landlord at his request.

Mr McKendry stated that, in or about 2020, a sign was erected on the gate by or on behalf of the Landlord, referring to a warning notice and stating that trespassers were not permitted. He said that this was done in response to the correspondence and to prevent further letters being left at the dwelling.

Mr McKendry gave evidence that agents subsequently attended at the dwelling and threatened to remove him and his family. He stated that those persons refused to identify themselves. He later understood them to be agents acting on behalf of the receiver. He stated that the Landlord did not assist him in relation to these attendances. He said that the visits frightened his partner.

Mr McKendry stated that he never received any correspondence directing him to pay rent to the receiver. He said that he continued to pay rent in cash to the landlord, Mr Tony Cox Sr, and that he stopped paying rent to Mr Cox Sr in or about September 2025. He confirmed that he never paid rent to the receiver.

Mr McKendry stated that the Mr Cox Snr(?) and himself went to An Garda Síochána in 2024 and Mr Cox made a statement asserting that the persons calling to the dwelling had no connection with him,

that he did not know who they were, and that he had no financial difficulties. Mr McKendry referred in this regard to an SAR request he had made to An Garda Síochána in Case File 3, pages 35 and 36.

Mr McKendry stated that he had no idea who the persons attending at the dwelling were. He said that they threatened to change the locks and take other steps. He stated that, during this period, he was paying rent to the landlord, Mr Cox Sr. He referred to Case File 3, pages 65, 66 and 67. He said that he contacted An Garda Síochána because persons were attending at the dwelling and threatening him.

Mr McKendry gave evidence that, while these matters were ongoing, the central heating in the dwelling did not work for approximately four years. He stated that he and his partner had five children in the dwelling. He said that he informed Mr Cox Sr of the heating issue and that Mr Cox Sr replaced the boiler valve and pump. However, he stated that the dwelling required a new boiler. He said that the Landlord was aware of this and left the matter unresolved. Mr McKendry stated that his family had been required to use electric heaters and a diesel heater, which he said was more expensive.

Mr McKendry stated that, in September 2025, he received a Notice of Termination grounded on a stated intention to sell. He referred to Case File 3, pages 7 and 8. He said that the lease refers to "Jerry Cox", but that he does not know that person. He stated that Tony Cox Snr was the person who attended at the dwelling and that the lease was signed by Tony Cox Snr.

Mr McKendry stated that further letters were received at the dwelling and he did not forward them to the Landlord. He said that he later realised that the household was not receiving certain social welfare-related correspondence and that, as a result, he opened letters addressed to "the Occupant". He referred to Case File 3, page 38. He said that this correspondence was not the Notice of Termination grounded on an intention to sell. He stated that he made further enquiries and opened further correspondence addressed to "the Occupant", through which he discovered the involvement of the receiver.

Mr McKendry also referred to RTB documentation at Case File 3, pages 20 to 26, concerning registration of the tenancy. He stated that there were multiple registrations which were backdated to 2019 and that there were overlapping registrations. He said that this led him to bring the dispute. He stated that all registrations appeared to have been made at the same time and that the registrations were in the wrong name.

Mr McKendry stated that the matter proceeded to mediation and that, after that, he received a rent arrears warning notice.

Mr McKendry gave evidence that there were habitability issues at the dwelling. He stated that the front door was warped and had not locked properly since 2022. He said that the landlord replaced a bar and part of the locking mechanism, but that the door still did not lock. He repeated that there had been no functioning central heating for more than four years and that the family relied on a diesel heater fitted by him and on electric heaters.

Mr McKendry stated that he wanted the legality of the tenancy and of the Landlord's actions examined. He said that he regarded the conduct as harassment and that, at no point were he and his family assisted. He stated that the attendances at the dwelling stopped once the RTB process commenced.

Mr McKendry stated that he contacted the receivers. He said that they did not provide him with any substantive information, but took his details and said that someone would contact him. He stated that no one contacted him thereafter.

The Applicant Tenants seek a determination that the Notice of Termination is invalid. They also allege a breach of minimum standards and seek damages in such amount as the Tribunal considers reasonable. He further alleges misrepresentation in that the appointment of the receivers was concealed from him.

Mr McKendry referred to Case File 3, page 16, being correspondence from the receiver's solicitors. He stated that a letter at page 15 was not from the receiver, but from the landlord, and was dated 29 July 2020.

Mr McKendry referred to Tribunal Case File 2, page 5, which he said states that "the Occupants" were not engaging with the process. He stated that he had engaged with the receiver in 2026. He had not known to engage with them beforehand.

Mr McKendry also referred to a High Court Notice of Motion dated 22 April 2026, at Case File 4, which he said related to the Landlord backing out of an agreement to sell the dwelling.

Mr McKendry stated that the Landlord had only been paying €250 from the monthly rent of €550 to the lender. He also disputed the notice period relied upon in the Notice of Termination and disputed the names appearing on the notice.

Mr McKendry gave evidence that rent was paid in cash to Tony Cox Senior until September 2025. He stated that Tony Cox Senior would pass the dwelling at unspecific intervals and call in to collect the rent. He said that, on occasion, two months' rent would be paid at the same time.

Mr McKendry stated that, after September 2025, the Appellant Tenants had received the Notice of Termination and considered that the notice period stated therein was incorrect. He said that, as they could not obtain social welfare support or HAP documentation, they had no safety net. He stated that rent has not been paid since that time.

Mr McKendry stated that no rent book was provided to the Appellant Tenants. He further stated that repairs were not carried out by the Landlord. He said that the Appellant Tenants' position is that the current Landlord is the receiver. He stated that the receiver never contacted him seeking payment of rent.

Mr McKendry stated that, once the Appellant Tenants stopped paying rent, they received a rent arrears letter seeking approximately €12,000. He disputed the Landlord's statement of payments and said that it commenced six months before the Appellant Tenants moved into the dwelling. He also stated that the rent figure recorded by the Landlord was incorrect as it noted rent of €500 per month when in fact the rent in the lease was €550 per month.

Mr McKendry stated that the lease identified Jerry Cox as landlord, who he said is the son of the landlord. He stated that the lease was signed by Tony Cox Snr. He said that Tony Cox Snr told him that his son controlled the dwelling.

Mr McKendry gave evidence that reports were made to Tusla concerning the Appellant Tenants. He stated that the Appellant Tenants home-school their five children. He said that, after they received written notice, Tusla attended and informed them that their Landlord had contacted Tusla and had made an unfounded child welfare report. Mr McKendry stated that this was part of a repeated pattern of interference with the Appellant Tenants' peaceful occupation of the dwelling by the Landlord. He referred in this regard to Tribunal Case File 3, page 61, being the Tusla letter previously referenced by him.

Mr McKendry stated that he attempted to contact the receiver, but was informed that the receiver could not engage directly with him due to the ongoing dispute. He stated that the actions

complained of amounted to penalisation arising from the Appellant Tenants having brought the RTB dispute.

Mr McKendry referred to Case File 3, pages 33 and 34. He stated that these documents related to a data access request made by him to An Garda Síochána concerning matters including the alleged non-receipt of a notice and the Landlord's assertion that he was not in financial difficulty. Mr McKendry stated that the Landlord had concealed the true position from the Tenants.

Mr McKendry also referred to Case File 3, page 41, being a photograph or record of the sign at the dwelling. He stated that the sign remains in place. When asked why he had not taken it down, he stated that the Landlord had put it there.

Mr McKendry stated that, where there were leaks or broken items at the dwelling, he repaired them himself. He said that he received no assistance from the Landlord in relation to repairs.

Mr McKendry alleged fraudulent misrepresentation by the Landlord. He stated that the Landlord refused to carry out repairs and concealed material matters concerning the receivership and the position in respect of the dwelling. He seeks fair compensation for the suffering and distress that the Tenants have endured, which he described as extensive. He stated that the Tenants are seeking compensation in the sum of €90,000, being €45,000 each in respect of their joint complaint.

There was no cross examination of Mr. McKendry

There was no further evidence from Ms Brady.

Respondent Landlord's Case:

The Respondent Landlord was represented at the hearing by Mr Tony Cox Jnr. He said that he is the son of Anthony Cox Snr. Mr Cox Jnr stated that the Landlord named on the relevant lease document was Jerry Cox. He stated that the lease had been signed by Tony Cox Snr. He confirmed that he is Tony Cox Jnr.

Mr Cox Jnr stated that the evidence given by the Tenant was untrue. He stated that Jerry Cox had signed the lease and that Jerry Cox was intended to take over the dwelling and he was the nominated Landlord at that time. He said that a receiver was appointed over the property but the appointment was disputed and that the family were attempting to resolve that matter, but had not yet done so.

Mr Cox Jnr stated that, when the lease expired in 2021, the Applicant Tenants were informed that there were difficulties in relation to the property. He stated that the Tenants were told to find alternative accommodation. He stated that the Tenants remained in the dwelling and that rent payments stopped in or about October 2023. He said that the Mr McKendry had stated that he could not pay the rent and they were in financial difficulty and that Tony Cox Snr had given the Applicant Tenant money to help him out.

Mr Cox Jnr stated that he had prepared the rent arrears statement. He said that Tony Cox Snr had allowed the Applicant Tenants to remain without paying the full balance and that only €500 per month was collected. He stated that he had presumed that €500 was the rent payable, but accepted that €550 was probably the correct figure.

Mr Cox Jnr stated that the Landlord never sent letters to the receivers purporting to be from the Tenants. He said that the Tenants were aware that there were difficulties concerning the property and had been aware of that position for several years.

Mr Cox Jnr stated that Tony Cox Snr had now appointed him as Landlord. He also stated that Jerry Cox was the Landlord at the commencement of the tenancy. He said that Tony Cox Snr collected

the rent for Jerry Cox from 2021 onwards and after the lease had expired Mr Cox Snr “became” the Landlord. Mr Cox Snr was at all times the registered owner of the property.

Mr Cox Jnr was asked how Jerry Cox could have appointed Tony Cox Snr as Landlord approximately one year after the receiver had been appointed. He stated that the receivership was disputed.

Mr Cox Jnr stated that the Notice of Termination was signed by him. He stated that the confirmation of the removal of the receiver was not contained in the case files, but said that it was contained in a different document.

Mr Cox Jnr stated that, when he served the Notice of Termination in September 2025, he had not had personal discussions with the receiver. He said that the Landlord’s representative, one Mr Lannon, had written a letter which was contained in the case files. He stated that, as Tony Cox Snr was the registered owner of the property, it was Tony Cox Snr who had instructed him to serve the Notice of Termination as Landlord.

Mr Cox Jnr stated that the rent arrears warning notice had been prepared by him. Asked why the arrears calculation went back to a period before the tenancy was created he said he believed the tenancy existed prior to the date on the lease.

Mr Cox Junior stated that the sign at the front of the dwelling was put up by Tony Cox Snr.

Mr Cox Junior stated that the Applicant Tenants never informed the Landlord that there were maintenance issues in the dwelling. He said that Tony Cox Snr always attended to matters at the dwelling when notified. He stated that he believed the issue with the heating was caused because the Tenants did not put oil in the tank.

Mr Cox Jnr stated that the Landlord had attempted to attend at the dwelling for inspection and maintenance and had given notice of such attendance. He stated that, on attending, they were met with the Tenants with a large dog and were pushed. He stated that An Garda Síochána then attended. He said that the Tenant threatened them with the dog.

Mr Cox Jnr stated that the Tenants had removed the fireplace. He stated that the dwelling was in perfect condition when they moved in and that any damage to the dwelling was caused by the Tenants.

Mr Cox Jnr confirmed that he contacted Tusla because he had received calls from neighbours expressing concerns.

Mr Cox Jnr stated that he had nothing further to add in relation to the allegations made. He said that the Landlord had attempted to access the dwelling but had not been permitted entry.

Mr Cox Jnr stated that the Tenants had been provided with details for electronic payment of rent. He said that the amount being paid to the lender by the Landlord had no bearing on the matter before the Tribunal.

Mr Cox Jnr stated that he believed the period of notice given in the Notice of Termination was correct and that he had relied on the RTB website in that regard. He stated that the Notice of Termination was served on the Tenants by registered post and the Notice of Termination was served on the RTB by registered post on the same day.

Mr Cox Jnr stated that he signed the statutory declaration accompanying the Notice of Termination, declaring an intention to sell the dwelling.

In response to questions from the Tribunal, Mr Cox Jnr confirmed that there are possession proceedings in the High Court. He said Mr Cox Sr had received the rent until October 2023 but no rent had been paid since then.

Mr Cox said that he is seeking a determination that the Notice of Termination is valid.

6. Matters agreed between the parties:

The following matters were agreed between the Parties:

The address of the dwelling is 2 Barrys Court, Termonbarry, Roscommon, N39 DT28.

The tenancy commenced 01/05/2019.

Rent is in the amount of €550 per month.

Rent is payable monthly in advance on the 1st of the month.

A security deposit of €550 was paid.

Mr. John Coulson was appointed receiver over certain assets of Mr Cox Snr, including the dwelling, from 25 February 2020, although his appointment was disputed by the Landlord.

A Notice of Termination on grounds of intention to sell was served on the Tenants and the RTB on the 19th September 2025.

The Notice was accompanied by a statutory declaration signed by "Tony Cox".

A warning notice for arrears of rent was served on 12/12/2025 citing arrears of €12,000.

The Tenants remain in occupation.

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 thereof, are set out hereunder.

Finding 1: The Notice of Termination served on the 19th of September 2025 on the grounds of an intention to sell, is invalid.

Reasons:

The Tribunal has considered the oral evidence of the parties and the documentation contained in the case files. The Notice of Termination was served on the basis of the Landlord's stated intention to transfer the whole of his interest in the dwelling to another for valuable consideration.

Section 33 of the Residential Tenancies Act 2004 provides that a Part 4 tenancy may not be terminated by a landlord save in accordance with section 34. Section 34 permits a landlord to terminate a Part 4 tenancy only on one or more of the grounds specified in the Table to that section, subject to compliance with the statutory requirements applicable to the ground relied upon.

The ground relied upon in this case was Ground 3 of the Table to section 34, namely that the landlord intends, within nine months after the termination of the tenancy, to enter into an enforceable agreement for the transfer to another, for full consideration, of the whole of his or her interest in the dwelling or the property containing the dwelling. A Notice of Termination relying on that ground must be accompanied by the statutory declaration referred to in section 35.

Section 35 requires the statutory declaration accompanying a Notice of Termination on the ground of intention to sell, to include a declaration that the landlord intends to enter into an enforceable agreement to transfer to another, for full consideration, the whole of his or her interest in the dwelling or the property containing the dwelling. The validity of such a Notice therefore depends not

merely on being accompanied by a statutory declaration, but also requires that the declaration is made by the person who is the landlord of the dwelling. It goes without saying that the identity and authority of the declarant, as Landlord, must be sufficiently clear. A statutory declaration may not be sworn by a person acting as an agent for the landlord. The intention to sell must be held by the Landlord as the person who is entitled to transfer their interest in the property.

Section 5 of the Residential Tenancies Act 2004 defines "landlord" as the person for the time being entitled to receive, otherwise than as agent for another person, the rent paid in respect of the dwelling by the tenant. Section 12(1)(e) further requires a landlord to notify the tenant of the name of any authorised agent who is authorised by the landlord to act on his or her behalf in relation to the tenancy.

Section 62 sets out the requirements for a valid Notice of Termination. Among other matters, a Notice of Termination must be in writing, must be signed by the landlord or his or her authorised agent, must specify the date of service, must state the reason for termination, must specify the termination date, and must state that any issue as to the validity of the notice must be referred to the Board within the statutory time period. Section 6 governs service of notices, and section 7 provides that where a notice is served on behalf of another person, it is deemed to be served by that person.

In the present case, there was conflicting and unsatisfactory evidence before the Tribunal as to the identity of the purported Landlord and as to the authority of the person who signed and served the Notice of Termination.

The lease identified Jerry Cox as Landlord. The evidence of the Appellant Tenants was that rent was collected by Tony Cox Snr. The evidence of the Respondent Landlord's representative, Tony Cox Jnr, was that Jerry Cox signed the lease and was intended to take over the dwelling (as Landlord), but that Tony Cox Snr collected the rent. Tony Cox Jnr further stated that Tony Cox Snr, as registered owner, appointed him as the Landlord in recent years, and instructed him to serve the Notice of Termination as Landlord. Tony Cox Jnr gave evidence to the Tribunal that he swore the statutory declaration before a solicitor, declaring an intention to sell the dwelling. This is notwithstanding the fact that in his evidence he also said that his father, Tony Cox Snr, was the registered owner of the property and was the party to whom the tenants had continually paid rent for the duration of the tenancy.

It was common case that a receiver had been appointed over the property in or about 2020, prior to the expiry of the original lease. Tony Cox Jnr also gave evidence that the receivership was disputed and that there was documentation confirming the removal of the receiver which was not contained in the case files. No sufficient evidence was produced to the Tribunal establishing that the receiver had been removed prior to the service of the Notice of Termination, or that Tony Cox Junior was, at the time of service, entitled to receive the rent otherwise than as agent for another person. There was also nothing to explain how he could be the person entitled to swear the statutory declaration declaring an intention to transfer the whole of his interest in the property, given that on his own evidence, his father Tony Cox Snr, is the registered owner of the property and no communications had been made to the tenants as to any change in landlord.

The Tribunal is not satisfied, on the evidence before it, that Tony Cox Jnr was the Landlord within the meaning of section 5 of the Residential Tenancies Act 2004 at the time the Notice of Termination was served. Nor is the Tribunal satisfied that the identity of the Landlord and any authorised agent was sufficiently clear to the Tenants at the material time.

While a Notice of Termination may be signed by a landlord's authorised agent, the statutory scheme requires transparency as to the identity of the landlord and the authority of the person purporting to act on a landlord's behalf. In this case, and in the absence of any direct evidence to the contrary, the

Tribunal can only determine that Mr Tony Cox Snr, as the registered owner of the property, and the party to whom the tenant had been paying rent, was the person entitled to receive the rent. There was no direct evidence from Mr Cox Snr that he had authorised another person to sign and serve the Notice of Termination on his behalf, nor that he had assigned his interest to Mr Cox Jnr. Further, there was no direct evidence of his intention to sell the dwelling – in fact it was his son Mr Tony Cox Jnr, who swore the statutory declaration that he intended to sell the dwelling, and as established above, there is no indication that Mr Cox Jnr was the landlord in the matter.

In those circumstances, the Tribunal is not satisfied that the Notice of Termination was served by the Landlord or by a duly authorised agent of the Landlord, nor that the statutory declaration was signed by the Landlord. The uncertainty as to the identity and authority of the Landlord goes to the validity of the Notice of Termination and is not a mere slip or omission capable of being disregarded.

In addition, it was common case that the tenancy commenced in 2019. At the time that the Notice was served in September 2025 it was a tenancy of over six years duration. As such, pursuant to s.66 of the Act, the requisite period of notice was 180 days. The Notice was served on the 19th of September 2025 and gave a termination date of 27th of February 2026. That gives only 161 days' notice. This is a further significant defect in the Notice of Termination and prejudices it in a material way.

Accordingly, the Tribunal finds that the Notice of Termination served on the 19th of September 2025, is invalid.

Finding 2: The Applicant Tenants' claim, in respect of breach of landlord obligations in relation to standard and maintenance of the dwelling, is not upheld.

Reasons:

The Tribunal has considered the oral evidence of the parties and the documentation contained in the case files in respect of the alleged standards and maintenance issues at the dwelling.

Section 12(1)(b) of the Residential Tenancies Act 2004 provides that a landlord is obliged to carry out to the structure of the dwelling all repairs that are necessary from time to time and to ensure that the structure complies with any standards for houses prescribed under section 18 of the Housing (Miscellaneous Provisions) Act 1992. It further requires a landlord to carry out to the interior of the dwelling all such repairs and replacement of fittings as are necessary so that the interior and fittings are maintained in at least the condition in which they were at the commencement of the tenancy and in compliance with prescribed standards.

Section 16(d) of the 2004 Act provides that a tenant is obliged to notify the landlord or the landlord's authorised agent of any defect that arises in the dwelling that requires repair, so as to enable the landlord to comply with his or her statutory obligations. Section 16(c) and section 16(e) also require a tenant to allow reasonable access to the dwelling for inspection and for the carrying out of works for which the landlord is responsible.

The Tenants gave evidence of issues which had arisen in the dwelling, including a problem with the central heating, the front door, leaks and other alleged defects. The Respondent Landlord's representative disputed that the alleged defects had been properly notified to the Landlord and stated that Tony Cox Snr had attended to all matters at the dwelling when made aware of them. The Tribunal also heard conflicting evidence in relation to access to the dwelling and whether access had been facilitated for inspection or repair. The Landlord's representative pointed to correspondence requesting access, and he gave evidence that he had been impeded when he tried to attend there.

On the evidence before it, the Tribunal is not satisfied, on the balance of probabilities, that the Applicant Tenants brought the alleged defects to the Landlord's attention in a sufficiently clear and timely manner such as to enable the Landlord to address them. There was no sufficient documentary evidence, and no clear chronology of notification, access, inspection, diagnosis, refusal or failure to act, from which the Tribunal could safely find the alleged breach proven. The Tribunal is not satisfied that there is sufficient evidence before it to establish that the Landlord, having been properly notified of alleged defects, failed or refused to carry out necessary repairs in breach of section 12(1)(b) of the 2004 Act.

The burden rests on the Applicant Tenants to establish the alleged breach. Having considered the oral and documentary evidence, the Tribunal finds that the evidence is insufficient to establish a breach of landlord obligations in respect of standards and maintenance. Accordingly, the Applicant Tenants' claim in this regard is not upheld.

Finding 3: The Applicant Tenants' claim in respect of breach of peaceful and exclusive occupation is not upheld.

Reasons:

The Tribunal has considered the evidence of the Tenants that persons attended at the dwelling, that there were interactions involving persons acting in connection with the receiver, and that those incidents interfered with the Tenants' peaceful occupation of the dwelling.

Section 12(1)(a) of the Residential Tenancies Act 2004 provides that a landlord of a dwelling shall allow the tenant to enjoy peaceful and exclusive occupation of the dwelling. Section 5 of the Act defines "landlord" as the person for the time being entitled to receive, otherwise than as agent for another person, the rent paid in respect of the dwelling by the tenant.

The Tribunal has already found, in respect of the Notice of Termination, that there was conflicting and unsatisfactory evidence as to the identity of the Landlord and as to the authority of the person or persons purporting to act on behalf of the Landlord. The lease identified Jerry Cox. Rent was collected by Tony Cox Snr. It was also common case that a receiver had been appointed over the property in or about 2020, before the expiry of the lease. The Respondent Landlord's representative, Tony Cox Jnr, stated that the Applicant Tenants were told in 2020 that there were difficulties in relation to the property, and that evidence was not materially disputed.

There was a complete lack of clarity in the evidence as to which person is the Landlord for the purposes of the Act. Mr Tony Cox Snr appears to be the registered owner of the property, but his interest was, at least for a period, subject to receivership. The identity of the persons attending at or communicating with the Tenants about the dwelling was not established. It is not clear whether they were persons acting on behalf of any member of the Cox family, or on behalf of the receiver. There was insufficient evidence to make any finding against any individual in that regard.

The evidence submitted to the Tribunal suggests that at least some of the matters complained of concerned the receiver, or persons purporting to act in connection with the receiver. The Tribunal has insufficient evidence to determine that those interactions arose within a landlord and tenant relationship under the Residential Tenancies Act 2004, as opposed to interactions between the Tenants and persons asserting rights as receiver, owner, or holding another interest in the property.

The Tribunal accepts that the Tenants may have experienced anxiety, uncertainty and distress arising from the receivership, and this would have been exacerbated by unknown persons attending at the dwelling. However, the issue for the Tribunal is whether a breach of landlord obligations under section 12(1)(a) has been established against the Landlord. On the evidence before it, the Tribunal is not satisfied, on the balance of probabilities, that such a breach has been established. For

completeness, the Tribunal does not find that the erection of a sign on the gate warning off trespassers by the Landlord amounts to breach of the Tenants' peaceful occupation of the dwelling, particularly in circumstances where they were complaining to Mr Cox Snr about persons unknown attending at the dwelling.

Accordingly, the Applicant Tenants' claim for breach of landlord obligations in respect of peaceful and exclusive occupation is not upheld.

In relation to the report that was made to Tusla, the Tribunal considered the evidence that was given by Mr Cox Jnr and accepts that he made a report on the basis of reports that he had received and that it was made out of a sincere concern. That is not to suggest that the concern was well-founded, or that there was any basis for that concern beyond the hearsay account of Mr Cox Snr that he had been told something by neighbours. The Tribunal notes that correspondence from Tusla confirms that there is no welfare or child protection service required and that the referral is accordingly closed. While the timing of the report coincided with the referral of a dispute to the RTB, the Tribunal is not satisfied that the report to Tusla amounted to penalisation within the meaning of the Act, nor did it amount to a breach of s.12(1)(a).

Finding 4: The Applicant Tenants are in breach of their obligations in failing to pay rent as it fell due.

Reasons:

Pursuant to s.16 of the Act a tenant is obliged to: (a) pay to the landlord or his or her authorised agent

(or any other person where required to do so by any enactment)—

(i) the rent provided for under the tenancy agreement on the date it falls due for payment, and (ii) where the lease or tenancy agreement provides that any charges or taxes are payable by the tenant, pay those charges or taxes in accordance with the lease or tenancy agreement (unless provision to that effect in the lease or tenancy agreement is unlawful or contravenes any other enactment).

Although there was conflicting evidence between the parties as to when the Tenants stopped paying rent, on the Tenants' own evidence to the Tribunal it was accepted that they stopped paying rent to Mr Cox Snr in September 2025. There was no evidence that the Tenants were told at any time to pay rent to anyone other than Mr Cox Snr. Although the Tenants suggested that perhaps the rent was due to be paid to the receiver instead, in their own evidence the Tenants acknowledged that they had not paid rent to anyone since October 2025. This in and of itself is a breach of obligations.

Whilst a question remains as to whether the Tenants ought to have been paying rent to the receiver for some period, the fact of the matter is that the only person who sought the payment of rent from them was Mr Cox Snr.

Mr Cox Snr did not attend to give evidence and there was therefore no direct evidence before the Tribunal, except that of the Applicants, as to when the Tenants ceased paying rent. On their own account, the Tenants owe rent arrears in the sum of €5,474.38 for the period in question, which is calculated at follows:

1 September 2025 to 31st May 2026 = 9 x €550 = €4,950

Arrears from 1st June 2026 to 29th June 2026 = 29 x daily rate of 18.08 [€550x12/365] = €524.32

Finding 4: The rent arrears warning notice as served on 12 December 2025 is invalid.

Reasons:

The Warning Notice which was served on the Tenants on the 12th of December 2025 in respect of rent arrears states that rent arrears of €12,000 were due. That amount was reached by way of calculation of rent at €500 per month, which was manifestly incorrect, given that the lease records that rent was €550 per month. In addition, the statement in respect of accumulated rent arrears was not prepared by Mr Cox Snr, who was the person who always collected the rent, and there was no direct evidence from Mr Cox Snr as to when the Tenants ceased paying the rent. As such, the figures contained in the Warning Notice are found to be wholly unreliable and the Warning Notice is deemed to be invalid. For the sake of completeness, the Tribunal notes that there was a subsequent Warning Notice for rent arrears and a Notice of Termination for rent arrears served on the 19th of March 2026 and 28th of April 2026 respectively. As these Notices were served after the date of the mediation which took place on the 2nd of March 2026, they were not the subject of the first instance procedure and therefore were not properly before the Tribunal.

8. Determination:

Tribunal reference TR0001722

In the matter of Applicant Tenants, Gareth McKendry and Bernadette Brady, and Respondent Landlord, Anthony Cox, the Tribunal, in accordance with Section 108 (1) of the Residential Tenancies Act, 2004, determines that:

1. The Notice of Termination served on the 19th September 2025 in respect of the tenancy at the dwelling 2 Barrys Court, Termonbarry, Roscommon, N39 DT28 is invalid.
2. The Applicant Tenants' application for breach of landlord obligations in respect of standards and maintenance of the dwelling, in respect of the above tenancy is not upheld.
3. The Applicant Tenants' application for breach of landlord obligations in respect of their entitlement to peaceful occupation of the dwelling, in respect of the above tenancy is not upheld.
4. The Applicant Tenants are in breach of their obligations in failing to pay rent in respect of the tenancy for the period from 1st September 2025 to the date of hearing of 29th June 2026. The Applicant Tenants shall pay the sum of €5,474.32 to the Respondent Landlord with 56 days of the date of issue of the Determination Order.
5. The rent arrears Warning Notice as served on 12th of December 2025, in respect of the tenancy of the above dwelling, is invalid.
6. The Applicant Tenants shall also pay any further rent outstanding from 29th June 2026, at the rate of €550 per month, unless lawfully varied, and any other charges as set out in the terms of the tenancy agreement for each month or part thereof, until such time as they vacate the above dwelling.

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



Healy Hynes, Chairperson

For and on behalf of the Tribunal.